FRANCHISE DISCLOSURE DOCUMENT

Edible Arrangements, LLC
A Delaware limited liability company
10 Glenlake Parkway
North Tower, Suite 300
Atlanta, Georgia 30328
(678) 992-2300
franchise@edible.com
www.edible.com

The franchise is to operate a business under EDIBLE®, EDIBLE ARRANGEMENTS®, and other trademarks offering fresh fruit arrangements, floral bouquets, desserts, beverages, and a broad assortment of fruit-based and complementary gift items.

The total investment necessary to begin operation of an EDIBLE® Business ranges from $213,500 to $587,000. This includes between $55,600 and $101,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: June 11, 2026

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How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only EDIBLE® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an EDIBLE® franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

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What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in the franchisor's home state (currently Georgia). Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in the franchisor's home state (currently Georgia) than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

3. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
Corporate Oversight Division – Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 5th Floor
Lansing, Michigan 48913
(517) 335-7567

Notwithstanding paragraph (f) above, we intend to enforce fully the provisions of the arbitration section of our Franchise Agreement. We believe that paragraph (f) is unconstitutional because it is preempted by United States Federal law and therefore cannot preclude us from enforcing our arbitration provision. If you acquire a franchise, you acknowledge that we will seek to enforce that section as written, and that the terms of the Franchise Agreement will govern our relationship with you, including the specific requirements of the arbitration section.

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TABLE OF CONTENTS

ITEM		PAGE
ITEM 1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2	BUSINESS EXPERIENCE	4
ITEM 3	LITIGATION	4
ITEM 4	BANKRUPTCY	6
ITEM 5	INITIAL FEES	7
ITEM 6	OTHER FEES	9
ITEM 7	ESTIMATED INITIAL INVESTMENT	22
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	26
ITEM 9	FRANCHISEE'S OBLIGATIONS	30
ITEM 10	FINANCING	33
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	33
ITEM 12	TERRITORY	44
ITEM 13	TRADEMARKS	46
ITEM 14	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	49
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	54
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	54
ITEM 17	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	55
ITEM 18	PUBLIC FIGURES	61
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS	61
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION	65
ITEM 21	FINANCIAL STATEMENTS	76
ITEM 22	CONTRACTS	76
ITEM 23	RECEIPTS	76

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EXHIBITS

EXHIBIT A LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

EXHIBIT B FRANCHISE AGREEMENT

EXHIBIT C FINANCIAL STATEMENTS

EXHIBIT D OPERATIONS MANUAL TABLE OF CONTENTS

EXHIBIT E LISTS OF EDIBLE ARRANGEMENTS® BUSINESSES/DEPARTING FRANCHISEES

EXHIBIT F STATE ADDENDA AND RIDERS TO FRANCHISE AGREEMENT

EXHIBIT G PRINCIPAL'S AGREEMENT

EXHIBIT H FRANCHISEE DISCLOSURE QUESTIONNAIRE

EXHIBIT I NETSOLACE, LLC SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

EXHIBIT J FORM OF GENERAL RELEASE

EXHIBIT K RENEWAL RIDERS TO FRANCHISE AGREEMENT

STATE EFFECTIVE DATES

EXHIBIT L RECEIPTS

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is Edible Arrangements, LLC ("we," "us," or "our"). "You" means the person or entity to whom we grant a franchise. If you are a corporation, limited liability company, or other legal entity, your owners must sign our "Guaranty and Assumption of Obligations," which means that our Franchise Agreement's provisions (Exhibit B) also will apply to your owners and any other guarantors.

We were formed as a Delaware limited liability company on February 28, 2012, under the name Edible Arrangements International, LLC. We were formed as part of an internal corporate restructuring for the sole purpose of merging with Edible Arrangements International, Inc., a Connecticut corporation established on June 30, 2000, to change Edible Arrangements International, Inc. from a Connecticut corporation to a Delaware limited liability company. Edible Arrangements International, Inc. was the franchisor of the "EDIBLE ARRANGEMENTS®" franchise system from approximately June 2001 until the March 1, 2012, merger. We formally changed our name to Edible Arrangements, LLC in July 2018.

Our principal business address is 10 Glenlake Parkway, North Tower, Suite 300, Atlanta, Georgia 30328. We operate under our company name and the trademarks described in Item 13 (the "Marks") and no other name. Except as described in this Item, we currently have no parent companies, predecessors, or affiliates disclosable in this Item. If we have an agent in your state for service of process, we disclose that agent in Exhibit A.

Edible IP, LLC ("Edible IP"), an affiliated Connecticut limited liability company (which changed its name from "Edible Arrangements, LLC" in April 2017), started the EDIBLE ARRANGEMENTS® Business concept in 1999, although the sale of fresh fruit products under the EDIBLE ARRANGEMENTS® name began in late 1998 in our principal's then-existing floral business. (Businesses operating under the "EDIBLE®" and "EDIBLE ARRANGEMENTS®" Marks are referred to collectively in this disclosure document as "EDIBLE® Businesses.") Edible IP operated one or more EDIBLE ARRANGEMENTS® Businesses starting in 1999 but no longer operates any Businesses. Other affiliates of ours periodically operate EDIBLE® Businesses. (Item 20 discloses information about affiliate-owned EDIBLE® Businesses during the past 3 calendar years.) Edible IP's principal business address is the same as ours. Edible IP owns most of the Marks, patents/patent applications, and copyrights associated with the EDIBLE® Business concept and allows us to use that intellectual property in franchising EDIBLE® Businesses. Edible IP has never offered franchises in any line of business.

A second affiliate of ours, which will be involved in your business operations, is Netsolace, LLC, whose principal business address is 10 Glenlake Parkway, North Tower, Suite 300, Atlanta, Georgia 30328 ("Netsolace"). Netsolace sells and leases computer hardware to our franchisees, licenses proprietary computer software, technology, and services that franchisees must use (including Printible), and maintains and operates the Franchise System Website. You will sign Netsolace's Software License and Maintenance Agreement (Exhibit I). Netsolace has never operated an EDIBLE® Business or offered franchises in any line of business.

A third affiliate of ours, which also will be involved in your business operations, is Edible.com, LLC (formerly known as Edible Connect, LLC, and EA Connect, LLC), whose principal business address is the same as ours. Edible.com, LLC is primarily involved in our Website, business generation, and other

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EDIBLE.COM Program activities. Edible.com, LLC has never operated an EDIBLE® Business or offered franchises in any line of business.

A fourth affiliate of ours, which also will be involved in your business operations, is BERRYDIRECT, LLC ("BerryDirect"), whose principal business address is the same as ours. BerryDirect distributes containers, packaging supplies, product toppings, fruit preparation and other processing equipment, and other items wholesale to franchisees from a third-party shipper's warehouse in Plainfield, Indiana. BerryDirect has never operated an EDIBLE® Business or offered franchises in any line of business.

A fifth affiliate of ours is Edible Global, LLC (formerly known as EA Global, LLC). Edible Global, whose principal business address is the same as ours, has offered (non-exclusively) since 2009 franchises and master franchises for EDIBLE® businesses to be located and operated outside the United States. It does not own or operate an EDIBLE® business. Edible Global had 2 franchises in operation as of December 31, 2025.

A sixth affiliate of ours is Incredible Edibles, LLC, whose principal business address is the same as ours. Incredible Edibles operates Edibles.com, an online marketplace for the sale and delivery of certain consumable hemp-infused products. Incredible Edibles has granted certain of our franchisees the right to deliver products sold on Edibles.com by separate written license agreements. The franchise offering described in this disclosure document grants you no rights under the Edibles.com program. Incredible Edibles, LLC has never operated an EDIBLE® Business or offered franchises in any line of business.

A seventh affiliate of ours is ROTI Modern Franchising LLC, whose principal place of business is the same as ours. ROTI Modern Franchising LLC has offered franchises in the United States for ROTI Modern® Mediterranean restaurants since October 2025. It had not granted any franchises as of December 31, 2025. ROTI Modern Franchising LLC has never operated an EDIBLE® Business or offered franchises in another line of business.

The direct parent company of all the entities above (including us) is Edible Brands, LLC, which in turn is a wholly-owned subsidiary of Edible Holdings, Inc. Both Edible Brands, LLC and Edible Holdings, Inc. share our principal business address.

We grant franchises for Businesses operating under the EDIBLE® name and other Marks. (In this disclosure document, we call your particular EDIBLE® Business the "Business.") EDIBLE® Businesses traditionally operate at street-level retail locations (the sizes of which may vary) in strip shopping centers, shopping malls, and other venues in both downtown commercial areas and suburban areas. While customers can visit your store location to order and pick up products you prepare for them, your Business also will deliver prepared products to customers away from the store's premises. We grant you a delivery area (the "Delivery Area") in which you may operate your Business.

EDIBLE® Business franchises also may operate increasingly at or from "non-traditional" venues. A "non-traditional" venue is typically considered to be a captive-venue location, including airports, hospitals or medical centers, limited-access highway food facilities, bus or train locations, entertainment and sports complexes, convention centers, military facilities, schools, colleges, and universities, office facilities, department and retail super-stores, convenience stores, supermarkets, and home-

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improvement retailers. However, a non-traditional venue also includes other types of distribution channels like mobile units or food trucks, locations known colloquially as "virtual kitchens," "ghost kitchens" or "ghost operations," "dark kitchens," or similar venues that operate on a delivery, shipping, and/or pick-up-only basis, and locations where a business operates as an adjunct or supplement to another business (selling other branded products and services) already being conducted at or from the venue.

Certain franchisees might have the right to prepare and package certain products for, and direct-ship such products through third-party carriers (rather than deliver such products through their own refrigerated vehicles) to, recipients we specify who are located outside those franchisees' operating areas (including to areas where existing franchisees servicing the areas are unable for any reason, including due to non-compliance, to fill the customer orders). Franchisees wanting this right (if qualified operationally and geographically) must sign a separate Product Shipment Amendment to their Franchise Agreements and comply with our Product Shipment Rules. We offer this opportunity to our existing franchisees only on an as-needed basis depending on the coverage we need for our products.

If you are renewing your franchise because its current term will soon expire, you will sign a Renewal Rider to the Franchise Agreement (attached as Exhibit K) ("Renewal Rider"), the precise version of which depends on your circumstances. Among other things, the Renewal Rider (1) modifies certain provisions in our standard Franchise Agreement that do not apply to you because your Business already is open, (2) identifies certain upgrading/remodeling requirements that are conditions to renewal, and, if applicable, (3) describes your store relocation obligations.

EDIBLE® Businesses feature uniquely-designed arrangements and gift baskets whose primary ingredients are cut fresh fruit and chocolate products. Products are prepared according to specific recipes and procedures. We and Edible IP create and develop the standards and specifications for all products offered by EDIBLE® Businesses. If you acquire a franchise, you must operate your Business according to our business formats, methods, procedures, designs, layouts, standards, and specifications.

EDIBLE® Businesses also offer and sell "Edible® Treats" products at and from their EDIBLE® store locations. Edible® Treats products are quick-serve products made with fresh fruit and other natural ingredients, including fruit smoothies, fruit salads, fruit sundaes, fruit pops, fruit and yogurt products, dipped fruit, and other treats, such as doughnuts, cookies, and cupcakes. Edible® Treats products are a required product line for EDIBLE® franchisees.

Your Business will offer products to the general public throughout the year and compete with other businesses (including caterers) offering similar products, traditional and on-line florists offering floral arrangements, and other on-line and brick-and-mortar businesses selling different types of gift baskets, arrangements with fresh fruit, and other products with natural ingredients, including fruit smoothies, fruit and yogurt products, fruit salads, fruit sundaes, chocolate-covered fruit, and other treats, such as doughnuts, cookies, and cupcakes. The market for EDIBLE® products is developed in some areas where our system has grown quickly and undeveloped in other areas where our concept still is somewhat novel and distinctive compared with traditional florists. We believe that EDIBLE® products appeal to consumers because of our product quality, our service speed, and our concept's novelty and freshness.

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We began offering EDIBLE ARRANGEMENTS® Business franchises in approximately June 2001. We never have operated an EDIBLE® Business. We have no other business activities and have not offered franchises in other lines of business. Certain affiliates of ours have operated EDIBLE® Businesses on and off since 1999.

No regulations apply specifically to the industry in which EDIBLE® Businesses operate. However, there are federal, state, and local food safety, sanitation, handling, labeling, storage, and other laws governing all foodservice operations that might impact your Business. You must comply with these laws and with laws applying generally to all businesses.

ITEM 2
BUSINESS EXPERIENCE

Founder and Chairman of the Board: Tariq Farid

Mr. Farid, our Founder, has been our Chairman of the Board since our formation in June 2000 and served as our Chief Executive Officer from October 2019 through October 2024. Mr. Farid founded and is President of Edible IP (formed in 1999), located in Atlanta, Georgia. Since 1993, Mr. Farid also has owned Netsolace, an associated computer systems distributor, located in Atlanta, Georgia. Mr. Farid is an owner (direct or indirect) and executive of the other affiliated entities disclosed in Item 1.

Chief Executive Officer: Somia Farid Silber

Ms. Silber has been our Chief Executive Officer since October 2024. She also serves as the Chief Executive Officer of the other affiliated entities disclosed in Item 1. She served as our President and President of Edible.com from July 2022 to October 2024 and was our Vice President, eCommerce from October 2019 until June 2022.

President, Chief Stores Officer: Matthew Walls

Mr. Walls has been our President and Chief Stores Officer since May 2025. Mr. Walls also has been President and Chief Stores Officer of Edible Brands in Atlanta, Georgia since May 2025. Mr. Walls served as Chief Development Officer for Caribou Coffee Development Company, Inc. in Brooklyn Center, Minnesota from April 2023 through May 2025 and its Chief Franchising Officer from July 2022 until April 2023. From May 2021 to June 2022, Mr. Walls was Chief Development Officer for CKE Restaurants, Inc. in Franklin, Tennessee.

Chief Marketing Officer: Angela Johnson

Ms. Johnson has been our Chief Marketing Officer since January 2026. She was our Chief Innovation Officer from September 2022 through January 2026 and our Vice President of Innovation and Merchandising from June 2021 until September 2022.

Vice President, Global Development: Sara Berthen

Ms. Berthen has been our Vice President, Global Development since May 2025. Ms. Berthen also has been Vice President, Global Development of Edible Brands in Atlanta, Georgia since September

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2025, having served as Edible Brands' Chief of Staff from May 2024 to September 2025. She was Manager, Corporate Development and Strategy at GoTo Foods (formerly Focus Brands) in Atlanta, Georgia from April 2022 to May 2024 and held the same position with Oldcastle APG in Atlanta, Georgia from March 2021 to March 2022.

Chief Financial Officer: Dan Hurwitz

Mr. Hurwitz has been our Chief Financial Officer since February 2025. Prior to joining Edible Brands, Mr. Hurwitz served as Chief Financial Officer of Smalls Sliders, in Atlanta, Georgia, from September 2024 to January 2025. From March 2022 to January 2024, Mr. Hurwitz served as Chief Financial Officer of Philz Coffee in San Francisco, California. Previously, from March 2020, through March 2022, Mr. Hurwitz served as Vice President, Global Financial Planning & Analysis and Investor Relations, at GameStop Corp., in Grapevine, Texas.

Chief Legal & Compliance Officer: Doug Knox

Mr. Knox has been our Chief Legal & Compliance Officer since February 2024. He was our Senior Corporate Counsel, Franchise, from May 2023 until February 2024. Until joining us, Mr. Knox practiced law in Tampa, Florida beginning in 2004, most recently as a solo practitioner from October 2022 through May 2023, and previously with the law firm Gray Robinson, P.A. (of counsel, September 2020 through October 2022).

ITEM 3
LITIGATION

ZRIZA9, Inc., ZRIZA, LLC, and ZRIZA18, LLC v. Edible Arrangements International, LLC, Edible Arrangements, LLC, EA Connect, LLC and Tariq Farid (American Arbitration Association, Case No. 01-19-0004-5629). On January 29, 2020, claimants, which then were 3 EDIBLE® franchisees, filed an amended arbitration demand (the original was filed on December 19, 2019) against us, our affiliate, and our then Chief Executive Officer (whom the claimants voluntarily dismissed from the case on December 31, 2020). Claimants alleged that we violated various contractual obligations such as designating unreliable vendors, not implementing an effective sales strategy, not providing adequate training, misappropriating money from the Brand Fund, failing to provide consistent leadership for the franchise system, and inappropriately sending claimants product shipments from a vendor with which our Chief Executive Officer had a business relationship. Claimants alleged various causes of action, including theft, misappropriation of funds, fraud, negligent misrepresentation, breach of contract, breach of the implied covenant of good-faith and fair dealing, and violations of Florida's Deceptive and Unfair Trade Practices Act, Florida's Sale of Business Opportunities Act, the Connecticut Franchise Act, and the Connecticut Unfair Trade Practices Act. Claimants sought unspecified compensatory damages, consequential damages, punitive damages, lost profits, loss of business opportunities, and reasonable attorneys' fees. We filed a counterclaim against the claimants and their owners on May 13, 2020, alleging that they breached their franchise agreements by failing to, among other things, submit required reports, purchase from approved vendors, comply with required hours of operation, and comply with our system and brand standards.

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We and the claimants formally settled the dispute on February 3, 2021. We and the claimants formally terminated their Franchise Agreements, and we purchased the principal business assets of the claimants' three stores for a total of $600,000, allowing us to assume ownership and control of their Businesses. The arbitration was dismissed on February 4, 2021, and the parties provided mutual releases. The claimants also agreed to comply with the post-term obligations (including indemnification) in the Franchise Agreements.

Card Isle Corporation v. Tariq Farid, Edible Arrangements, LLC, and Netsolace, Inc. (United States District Court for the Northern District of Georgia, Case No. 1:21-cv-01971, filed November 24, 2020). A former vendor filed a complaint against us, our affiliate, and our former Chief Executive Officer alleging that we violated our contractual obligations under a service agreement by failing to meet certain required product roll-out milestones and then to pay a $45,000 fee; terminating the agreement without cause; reverse-engineering, decompiling, disassembling, or otherwise seeking to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the plaintiff's services and software; and using non-public information regarding certain features, functionality, and performance of the plaintiff's services. Plaintiff further alleged that we misappropriated its confidential and proprietary information and copied, publicly displayed, and distributed products derived from its copyrighted materials. Plaintiff alleged breach of contract, misappropriation of trade secrets under the Georgia Trade Secrets Act of 1990 and Defend Trade Secrets Act, and copyright infringement. Plaintiff sought injunctive relief prohibiting future use of its trade secrets and copyrighted materials, unspecified damages, our profits from the alleged copyright infringement, interest, and attorneys' fees and costs. After the plaintiff amended its initial complaint, we successfully moved the court to transfer the case from Virginia to Georgia. On August 30, 2023, the court entered summary judgment in our favor on the plaintiff's claims of trade secret misappropriation, copyright infringement, and breaches of contract involving confidentiality and termination provisions of the underlying service agreement. The court also denied the plaintiff's motion for summary judgment, finding that issues of fact existed as to the plaintiff's remaining claims for breach of contract. On February 12, 2026, the parties entered into a settlement agreement resolving plaintiff's remaining claims for breach of the rollout provision and for $150,000 damages arising from the reverse engineering provision, while preserving plaintiff's right to appeal the court's earlier summary judgment rulings. On March 9, 2026, the Court entered a final judgment consistent with its previous summary judgment rulings in the defendants' favor. On April 7, 2026, plaintiff filed a notice of appeal to the United States Court of Appeals for the Eleventh Circuit. We intend to oppose the appeal vigorously.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

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ITEM 5
INITIAL FEES

Initial Franchise Fees

You must pay us a lump-sum initial franchise fee when you sign the Franchise Agreement. Our standard initial franchise fee for new franchisees currently is $30,000. We fully earn the initial franchise fee when paid. It is not refundable, even if you cannot obtain financing for your Business after signing the Franchise Agreement. We use the initial franchise fee to cover our costs of evaluating your proposed store location, providing initial onsite training to you and your managers, and helping you develop and open your Business.

We are a member of the International Franchise Association and participate in the IFA's VetFran Program, which provides a discount on initial franchise fees to active-duty service members and veterans of U.S. Armed Forces (or spouses of active-duty service members) who otherwise meet the Program's requirements. First-time purchasers of franchises who are veterans of the U.S. Armed Forces are eligible to pay a reduced initial franchise fee of $20,000. To qualify for this discount, the veteran(s) must own at least a 50% interest in the franchise. "Veteran" means a recipient of an honorable discharge as evidenced by the U.S. Department of Defense. It is the veteran's responsibility to give us the required documents to obtain the VetFran incentive. There is no VetFran discount if you are receiving this disclosure document in connection with purchasing an existing franchised business or renewing your franchise rights.

You do not pay us an initial franchise fee if you renew your Franchise Agreement or buy an operating EDIBLE® Business from an existing franchisee. If you are renewing your franchise, you must pay us the renewal fee specified in your original Franchise Agreement. If you are buying an operating EDIBLE® Business from an existing franchisee, you must pay us upon signing the Franchise Agreement a $10,000 initial training fee. You and your manager must attend and complete our initial training program to our satisfaction. Neither fee is refundable.

Training

You and your onsite manager must complete our Pretraining Program before you attend the initial onsite training program. You must pay us a $2,000 fee for the Pretraining Program and Initial Training, which includes access to the Edible® Franchise Entrepreneurial Leadership Toolkit Certificate Program, onboarding and educational resources, an in-store training guide, and an iPad or other computer tablet that you will use in operating the Business. In addition, you must pay $500 for each additional attendee at the onsite Initial Training, plus any expenses incurred in attending the onsite training, including salaries, lodging, travel, and other per-diem costs. If you or your owners already operate one or more EDIBLE® Businesses when you acquire another franchise, we may require your managing owner to attend and complete to our satisfaction our multi-unit ownership training program. We may charge up to $10,000 for this training. This fee is not refundable.

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Products and Equipment

You must buy a new digital-menu system from Netsolace for a total cost currently estimated at $5,500. This payment is not refundable.

You must buy or subscribe from Netsolace the computer system (hardware and proprietary computer software) required to operate the Business. If you purchase the required hardware, the system, including installation, will cost $15,000 to $30,000. If you elect the full subscription service, the initial payment will be $600 to $1,200 (depending on the number of users and locations and length of the hardware subscription). You will sign Netsolace's Software License and Maintenance Agreement (Exhibit I). These payments are not refundable. All equipment and software provided in the Netsolace subscription for the initial and renewal franchise terms remain Netsolace's property and will not be transferred to you. You must return all subscription equipment immediately upon termination or expiration of your Franchise Agreement.

If you are renewing your franchise, you must purchase or enter into a subscription for any equipment or technology necessary to meet our then-current standards and specifications. No payment is refundable.

You must buy or lease an initial inventory of containers, tools, proprietary equipment, supplies, and certain food products from BerryDirect to operate the Business at a cost ranging from approximately $17,500 to $18,500. These payments are not refundable. All proprietary equipment must be leased from BerryDirect for the initial and renewal franchise terms; ownership of such proprietary equipment will never be transferred to you. You must return all proprietary equipment immediately upon the termination or expiration of your Franchise Agreement.

If you are renewing your franchise, you will be required to purchase or lease any equipment or supplies necessary to meet our then-current standards and specifications.

Grand Opening Marketing Fee

You must conduct a grand opening marketing and advertising program for the Business according to our guidelines during the timeframe we specify (but typically starting one month before and continuing 2 months after your Business begins operating). You must execute at minimum the approved grand opening program, which is currently a minimum of $5,000. We have the right (but no obligation) to require you to pay us some or all of that amount in a lump sum; we then will spend it for you on an approved marketing and advertising program. This payment is not refundable.

If you are renewing your franchise, you will not be required to spend this fee. However, if you are required to remodel or relocate your store as a result of the renewal, you will be required to spend a minimum of $5,000 to market and advertise the remodel or relocation.

Development and Turnaround Incentive Programs

We intend to offer certain incentive programs designed to support the opening of new Businesses, the re-opening ("relight") of previously closed Businesses, and the transfer and turnaround

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of underperforming Businesses. These programs are discretionary, are subject to qualification criteria, and may be modified or discontinued at any time. We have not yet determined the applicable percentage(s) of the incentive programs.

New Store and Relight Incentive Program

For qualified franchisees opening a new Business or re-opening a previously closed Business, we may waive the initial franchise fee and certain other initial fees. In addition, we may provide financial incentives during the initial years of operation, including reduced or waived royalty payments and reduced fees associated with the EDIBLE.COM Program, as described in Item 6. These incentives are intended to support early-stage operations and may be conditioned on the franchisee's compliance with System Standards and achievement of specified performance benchmarks. We have not yet determined the specific amounts of the incentives.

Transfer and Turnaround Incentive Program

For qualified purchasers of existing Businesses that we identify as underperforming or distressed, we may waive initial franchise fees and certain transfer-related fees. We may also provide operational and financial incentives, including reduced or waived royalty payments for a defined period and reduced EDIBLE.COM Program fees. These incentives are intended to facilitate the transfer and improvement of such Businesses and may be conditioned on the franchisee maintaining good standing and meeting operational and financial performance standards. We have not yet determined the specific amounts of the incentives.

Conditions and Limitations

All incentive programs are offered at our discretion and are subject to eligibility requirements, including market conditions, the condition of the Business, and the franchisee's qualifications. We may require franchisees participating in these programs to sign additional agreements or amendments reflecting the terms and conditions of the applicable incentive program, including provisions for the modification or recapture of incentives if conditions are not satisfied.

ITEM 6
OTHER FEES

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty	5% of Business's weekly Gross Sales[2]or $200 per week, whichever is more[3]	Due on Monday of each week on Gross Sales during previous week ending Saturday[4] (unless we specify otherwise)	See Notes 2, 3, 4, 6, and 7.

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Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Marketing Fees Contributions	Up to 5% of Business's weekly Gross Sales ("Marketing Fees Contribution Cap")	Due on Monday of each week on Gross Sales during previous week ending Saturday[4] (unless we specify otherwise)	This item describes your required contributions for Edible marketing and advertising programs, including the National Marketing Fund ("Fund"), Area Advertising Cooperative(s), and local advertising activities. See Item 11 for a detailed discussion of these marketing and advertising programs. Currently, the entirety of the Marketing Fees Contribution Cap is allocated to the National Marketing Fund (5% of Gross Sales). We do not currently require franchisees to spend any portion on local marketing. However, we reserve the right to modify this allocation at any time, including requiring a portion of the Marketing Fees Contribution Cap to be spent on local marketing or area advertising cooperative activities, provided that the total required contribution will not exceed the Marketing Fees Contribution Cap. We have the right to control the formation and operation of Area Advertising Cooperatives and to specify your required contribution to the Cooperative, subject to the Marketing Fees Contribution Cap. We also have the right to require you to pay us (or to debit from your account) the amounts you must spend for local marketing, which we then will spend for you in your market area. See Note 8.

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Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Special Advertising and Promotional Programs	As we periodically direct based on franchisee vote, but currently 0% of Store's Gross Sales	As incurred, but typically due on Monday of each week on Gross Sales during previous week ending Saturday[4] (unless otherwise specified)	In addition to the services provided and obligations paid for by the Marketing Fees Contributions, you must participate in any national, regional, or local advertising or promotional programs approved by a majority of franchisees operating within the particular geographic area, which may exceed the Marketing Fees Contribution Cap.
EDIBLE.COM Program Fees[5]	We reserve right to charge up to 30% of price paid for order; percentage may vary based on order method Currently (as of June 1, 2026), the EDIBLE.COM fees are: (1) 14% of the total payment for any customer order through our website or the Edible consumer mobile app; (2) 20% on the total payment for each order taken by us through our call center or business lines; and (3) a varied charge of up to 30% of the total payment for orders taken by a third party or filled by third-party delivery services	As incurred	See Note 5.

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Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Credit Card Processing and Security and Fraud Prevention (EMV Fees)	Costs of Service (2.25% of order)	As incurred	You might have to pay us or a bank processor a monthly fee or per-transaction cost to authenticate and secure credit card transactions, as well as prevent credit card fraud. The amount will increase based on what the credit card companies charge. We do not add on an administrative charge.
Computer Software and Technology, Support, and Upgrades	Currently $160 to $600 per month for software services (depending on the number of users and locations); a subscription for hardware will cost an additional $300 to $600 per month (depending on the number of users and locations and length of the hardware subscription)	As incurred	We and/or our affiliates may require you to purchase, license, or subscribe to various technology platforms, systems, and support services used in operating the Business. These may include, for example, point-of-sale systems, software or hardware required to participate in our e-commerce platforms order management systems, learning management systems, customer service platforms, middleware, analytics tools, and other digital or operational systems. The total cost of these systems and services may increase based on system enhancements, integrations, or additional required platforms and may exceed the ranges stated above depending on the configuration and services required. We reserve the right to require additional or replacement systems and to charge fees for such systems and related support services, which may be imposed on a recurring or per-transaction basis. The fees referenced in this column are those identified in Column 2 of this row. The monthly software and hardware subscription fees identified in the 2nd

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Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			column above may increase as costs increase but will not increase by more than $100 per year. See Note 9.
E-Commerce Platform and Transaction Fee	Up to $200 per month, plus up to 30% of the order value per transaction (depending on the platform, order type, or service provider). These are the only fees payable in connection with the E-Commerce Platform and Transaction Fee described in this row	As incurred	We and/or our affiliates may require you to use designated e-commerce, point-of-sale, or order processing platforms (including third-party platforms) in connection with customer orders, payments, fulfillment, and related services. We may charge, or require you to pay, platform fees, subscription fees, transaction fees, or other amounts associated with these systems. These fees may be structured as fixed monthly fees, per-order charges, or a percentage of the transaction value, and may vary based on the service provider, order source, or fulfillment method. These fees are in addition to any Royalties, Marketing Fees Contributions, credit card processing fees, Computer Software and Technology, Support, and Upgrades fees, or other fees described in this Item 6. This fee covers customer-facing e-commerce platforms, online and mobile ordering systems, and associated transaction processing, and is separate from the Computer Software and Technology fees described above. See Note 9.

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Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Franchise System Website	Current charge is up to $200 per month (not to exceed $300 per month)	As incurred	We may charge you a separate fee to be on or participate in the System Website, in addition to the EDIBLE.COM fees; we may increase this charge up to $300 per month if the costs increase; currently this fee is paid to our affiliate Edible.com, LLC.
Additional Training or Assistance During Franchise Term	Currently $400 per day for training at our location or $500 per day plus expenses for training at your location (in both cases not to exceed $1,500 per day)	When training or assistance begins	For additional or special assistance or training you need or request, or that we otherwise require, during the franchise term.
Renewal Fee	$5,000	Upon franchise renewal	
Transfer to a Third-Party to the Franchise	$10,000	Half due (and non-refundable) when you request transfer approval; balance due when transfer is completed	Due on transfer of any or all of the ownership interest in you or your owners (if an entity) or the Business to any person or entity who is not currently a signatory to the Franchise Agreement or a guarantor of your obligations, unless such transfer is to your heirs or assigns following your death or disability.
Transfer of Franchise Agreement or Controlling Ownership Interest (Netsolace)	$1,200	Due to Netsolace (and non-refundable) for set-up of Netsolace system with buyer; generally charged to buyer	Due on transfer of Franchise Agreement or controlling ownership interest in you or your owners, except no charge if, upon a spouse's death, the spouse's interest in Franchise Agreement and Business, or the spouse's ownership in you, is transferred to surviving spouse.

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Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Transfer for the Convenience of the Ownership	$2,500	Due (and non-refundable) when transfer is effected	Due on transfer of ownership interest in you or the franchised business to a person or entity who already has an ownership interest in you or the franchised business.
Relocation Marketing Assistance Program ("REMAP") Fee	$5,000 to $10,000	Due at the start of construction on the new location, at beginning of remodel, or upon request for transfer approval	Due if you either (1) relocate or remodel your business during the franchise term or upon renewal of your franchise or (2) request a transfer of ownership in you (if an entity) or the Business to an unrelated person or entity; pays to market or advertise the new store location or ownership.
Incorporation/ Entity Name Change	$350	Due (and non-refundable) when you request approval	Due if you want to (1) assign Franchise Agreement held by you individually to a legal entity or (2) change the name of an existing franchisee legal entity.
Product and Service Purchases	Item 8 discusses product and service purchases	As incurred	You will buy or lease products, supplies, and services from (i) us or our affiliates, (ii) designated and approved vendors whose items meet our standards and specifications, and (iii) other suppliers to the industry in which EDIBLE® Businesses operate.
Unapproved Product Testing	Costs of testing when you make request; costs depend on products or suppliers involved and the process we must complete.	When billed	This covers costs of testing new products or inspecting new suppliers you propose. We currently have no set fee for this because we have not done this testing.

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Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Convention	Will vary under circumstances (not to exceed $2,500 per person; does not include your actual out-of-pocket attendance costs)	As incurred	You (or your designated representative we approve) must attend our annual or biennial franchise conventions and pay an attendance fee. We will charge this fee even if you do not attend.
Franchise Resale Assistance	$10,000	As incurred	You must pay this amount if you want to sell your franchise and we find a buyer for you. You must sign our Franchise Resale Agreement or a similar document specifying our and your obligations if we help you sell your franchise. This fee is in addition to any transfer fee.
National Advisory Council Fee	Reimbursement of costs for Council's administration and operation	When billed	You must participate in any National Advisory or similar council we establish and pay assessments and dues (not to exceed $1,000 annually); we currently do not charge any assessments or dues.

Contingent Fees

Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Unapproved Opening	$200 for each day Business operates without our approval	When billed	Due if you begin operating Business before we approve.
Quality Inspection Failure	Reimbursement of costs, which vary based on the facts	When billed	Due (at our option) if we reasonably suspect that you are not complying with a system standard or you fail any quality inspection, and we incur costs to complete one or more additional inspections; reimburses us for the actual costs and expenses associated

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Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			with those additional inspections, including any professional fees to external audit companies and internal or external incurred travel fees (not to exceed $5,000 per inspection failure).
Non-Compliance Fee	$250 to $500 per deviation	When billed	Due (at our option) if you deviate from contractual requirement, System Standard, or the Operating Manual; compensates us for administrative and management costs to assess your noncompliance.
Records Deficiency Fee	$250 per violation	When billed	Due (at our option) for each category of required records you fail to maintain for each year (or portion of a year) for which we seek to perform an examination or audit; compensates us for administrative and management costs, not for our damages due to your default.
Audit	Reimbursement of cost of inspection or audit, which may be up to $2,500 per day	15 days after billing	Due if you do not give us reports, supporting records, or other required information or you understate required Royalties, marketing fees contributions, or other fees due by more than 3%.
Reconciliation Fee	$50	When billed	Due if we must reconcile your account because you did not submit a weekly report or if you do not close out your sales daily.
Late Fee	$50 for each 30-day period a payment is late (Franchise Agreement) 1.5% interest (Netsolace Agreement)	When billed	

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Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Certified Happiness Program Guest Recovery Reimbursement	Reimbursement of costs, which vary based on the facts	When billed	You must reimburse us if we pay to recover a guest due to your inaction or non-responsiveness to a Guest Recovery situation. This may include the cost of the recovery plus an hourly rate (up to $25 per hour) for the cost of the labor incurred to address the issue.
Reimbursement Costs	Will vary under circumstances (depending on extent of your noncompliance)	As incurred	You must reimburse us if we incur costs in maintaining your store location's condition, obtaining insurance coverage for you, or paying any of your tax obligations. This amount will include our costs in bringing you into compliance.
Proprietary Equipment or Materials Non-Return Fee	$15,000	As incurred	Due for each piece of proprietary equipment or other materials you do not return to us when required.
Management Fee	$400 per person per day (plus costs and expenses)	As incurred	Due if we must manage or appoint a third-party manager to manage the Business after your default, or if another managing owner cannot be appointed within 30 days after your or your managing owner's death or disability or.
Costs and Attorneys' Fees	Will vary under circumstances (depending on extent of your non-compliance)	As incurred	Due when you do not comply with the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your Business's operation or incur costs defending them. Similar indemnification obligation exists under Netsolace Software License and Maintenance Agreement.

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Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Liquidated Damages	The sum of: (1) $15,000 plus (2) the average Royalty and Marketing Fee Contributions owed by you per month over the preceding 12-month period multiplied by the lesser of (i) 18 or (ii) the number of months remaining in the term of the Franchise Agreement		Due upon early termination of the Franchise Agreement. This amount is not a penalty but is a reasonable calculation of our damages upon early termination. The $15,000 covers the administrative costs associated with a store closure, and the remaining amount is a reasonable estimate of our damages resulting from your default and closure.
Insurance Reimbursement Costs	Will vary under circumstances (depending on extent of your non-compliance)	As incurred	You must reimburse us if we obtain insurance coverage for you.
Tax Reimbursement	Out-of-Pocket reimbursement	As incurred	You must reimburse us for any taxes we must pay to any state taxing authority on account of either your operation or your payments to us (except for our income taxes).

_____

1. Except for product and service purchases described in Item 8 or as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us; all fees currently are uniformly imposed. No fees are refundable.

2. "Gross Sales" means all of your revenue from operating Business (including your share of customer sales made through the EDIBLE.COM Program (defined in Item 14)), but excluding taxes collected from customers if paid to taxing authority and reduced by refunds, credits, and allowances the Business in good faith gives customers. Gross Sales also includes insurance proceeds you receive for loss of business due to a casualty or similar event at your store location. Any tips collected or received as permitted by the Franchise Agreement are not included in the calculation of Gross Sales.

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3. The $200 minimum weekly royalty fee may be increased annually each January 1 based on the percentage increase in the Consumer Price Index since the previous January 1. (The minimum royalty will not be reduced.) The Consumer Price Index means the CPI for All Urban Consumers, All Items, U.S. City Average 1982-1984=100, as published by the U.S. Department of Labor or in a successor index.

4. We and our affiliates have the right to initiate debit entries (even on a daily basis if we so direct) and credit correction entries to your bank accounts for the Royalties, Marketing Fees Contributions, and other amounts due from you to us, our affiliates, and others under the Franchise Agreement or otherwise in connection with your operation of the Business, including amounts due for EDIBLE.COM Program and call center customer service fees, inter-franchise orders, your purchases from us, our affiliates, and/or unaffiliated vendors, rent due from you to your landlord for the store location, or your repayment of any bank loan. You must comply with our and our affiliates' procedures and instructions in the direct debit process and sign any documents or take any action required to put this authorization in place. We will debit your account on the payment due dates (which may be daily). Funds must be available for withdrawal. If you do not report the Business's Gross Sales, we may initiate a draft equal to the amount due during the previous week or estimated to be due for the current week (subject to later adjustment) (this assumes we are not debiting your account daily).

We have the right at any time and continuously during the franchise term to deduct on a transaction-by-transaction basis, directly from customer payments we receive for products ordered through the EDIBLE.COM Program (and apart from charges for providing credit card services, including processing, clearing, fraud detection/prevention, and similar services), your required Royalty payment, Marketing Fees Contributions, and other amounts due on account of the transaction (such as EDIBLE.COM Program fees) and then pay you the balance received on that transaction. However, if you owe (or are anticipated to owe) money to us, our affiliates, or others (including any third-party financial institution providing a bank loan) due to your operation of the Business, regardless of why owed (including refunds or complimentary products on account of customer service issues), we may set off the monies due (or anticipated to be due) from you against any monies otherwise due and payable to you for customer orders placed through and directed to you under the EDIBLE.COM Program. (We also have similar set-off rights for monies owed on account of other Businesses owned by you or your affiliates.) We have the right to collect payments from customers and, after deducting the applicable charges for providing credit card services (including processing, clearing, fraud detection/prevention, and similar services), the Royalty, the Fund contribution, and other amounts due from you on account of the order, apply some or all of the payments to cure your balance due to us, our affiliates, and others (in the amount or percentages we deem appropriate) and for the reasonable processing fee, including a manual push fee, we specify.

5. EDIBLE.COM Program fee amounts may vary during the franchise term, may be collected on a per transaction, daily, weekly, monthly, or other basis up to the 30% maximum amount, and may vary based on order type. The amount and collection method will be specified in the Operations Manual. We and/or a third party have the right to deduct the fee from the customer's payment for the order and pay you the balance.

The fee charged for customer orders placed through a third-party retailer or other third-party whose advertisement, marketing, or sale of our products or services is conducted pursuant to an

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agreement between us and them may be higher than that charged for a customer order placed through our website to cover the fees charged by such third party.

The EDIBLE.COM Program fee is in addition to the Royalty, Marketing Fees Contributions, credit card processing fees, fraud detection/prevention fees, or any other fees we have the right to charge as provided for in the Franchise Agreement and this Item 6.

We also will collect charges for providing credit card services, including processing, clearing, fraud detection/prevention, and similar services on which we (or our affiliate or other third party) receive direct credit card payment from the customer, which may be in excess of the 30% maximum.

6. *Incentive Programs and Fee Modifications.* We may, from time to time, offer incentive programs that modify, reduce, or waive certain fees described in this Item 6 for qualified franchisees. These programs may apply to new Business openings, re-openings ("relights") of previously closed Businesses, or the transfer and turnaround of existing Businesses.

Under these programs, we may reduce or waive the Initial Franchise Fee, Royalty, EDIBLE.COM Program fees, Transfer Fees, or other fees for a specified period of time. For example, we may offer no royalty payments during an initial operating period, followed by reduced royalty rates for a limited period before reverting to the standard rates described above. We also may offer reduced EDIBLE.COM Program fees, including reduced fee percentages for certain order types or during specified time periods. We have not yet determined the applicable percentage (s) of the incentive programs.

Any such incentives will be set forth in a written agreement or amendment and may be conditioned on the franchisee's compliance with System Standards, achievement of specified performance benchmarks, or other requirements we establish. If these conditions are not satisfied, we may modify or discontinue the incentives and, in certain circumstances, require repayment of waived or reduced fees.

These incentive programs are discretionary, may not be available to all franchisees, and may be modified or discontinued at any time.

7. *Examples of Current Incentive Structures.* Current incentive programs may include, for qualified franchisees, (i) reduced or waived royalty payments for an initial period of operation, (ii) reduced EDIBLE.COM Program fees during an initial period or based on order size or type, and/or (iii) waiver of certain upfront or transfer-related fees. These structures may include phased increases in fees over time. The specific terms, duration, and conditions of any incentive program will be described in the applicable written agreement. We have not yet determined the applicable percentage (s) of the incentive programs.

8. *Reallocation of Local Marketing Spend.* As described above, the entirety of the Marketing Fees Contribution Cap is currently allocated to the National Marketing Fund (5% of Gross Sales). We do not currently require franchisees to spend any portion of the Marketing Fees Contribution Cap on local marketing or area advertising cooperative activities. We reserve the right, in our discretion, to require that a portion of the Marketing Fees Contribution Cap be spent on local marketing or area advertising cooperative activities, provided that any such requirement will not increase the total

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Marketing Fees Contribution above the Marketing Fees Contribution Cap. Any such requirement may be implemented on a system-wide, regional, or market-specific basis. We will communicate any such requirement and the applicable amounts through System Standards, the Operations Manual, or other written notice.

9. *Technology and Platform Integration*. As technology platforms and digital ordering channels evolve, we may require you to use new systems, integrations, or third-party service providers to support the operation of the Business. All fees payable to EA or its affiliates in connection with technology platforms and systems are set forth in this Item 6. To the extent any such changes require you to pay fees to unaffiliated third-party providers, the amounts of those fees will be determined by the applicable third-party provider and disclosed to you through System Standards or other written directives prior to implementation. You must comply with any such requirements.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Column 1 Type of expenditure*	Column 2 Amount**	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Initial Franchise Fee[1]	$30,000	Lump Sum	Upon signing Franchise Agreement	Us
Real Estate/Rent (1 month)[2]	$3,000 - $6,500	As Agreed	As Incurred	Landlord
Security Deposit (1 month)[2]	$3,000 - $6,500	As Agreed	As Incurred	Landlord
Build-Out – Vanilla Box[3]	$50,000 - $250,000	As Agreed	As Incurred	Outside Suppliers
Equipment, Computers, Millwork & FF&E (including installation)[4]	$85,000 - $209,000	As Agreed	As Incurred	Outside Suppliers and Our Affiliates
Signage (including shipping and installation)	$3,500 - $15,000	As Agreed	As Incurred	Outside Suppliers

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Column 1 Type of expenditure*	Column 2 Amount**	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Printing & Graphics (including shipping)	$2,300 - $3,000	As Agreed	As Incurred	Outside Suppliers
Delivery Vehicle Monthly Lease or Loan Payment[5]	$600 - $1,000	As Agreed	As Incurred	Outside Suppliers
Opening Inventory (including shipping)[6]	$15,000 - $16,500	As Agreed	As Incurred	Outside Suppliers and Our Affiliates
Grand Opening Marketing[7]	$5,000 - $10,000	As Incurred	As Incurred	Advertising Sources or Us (to spend for you)
Expenses related to Pretraining Program and attending onsite Initial Training (for each attendee)	$3,000 - $4,000 (per attendee)	As Incurred	As Incurred	Us and Third Parties
Insurance (1 month)[8]	$1,600 - $3,000	As Incurred	As Incurred	Insurance Company
Miscellaneous Opening Costs[9]	$1,500 - $2,500	As Incurred	As Incurred	Third Parties
Additional Funds – 3 months[10]	$10,000 - $30,000	As Incurred	As Incurred	Employees and Suppliers
TOTAL ESTIMATED INITIAL INVESTMENT (including lease costs but not real estate purchase costs)[11]	$213,500 - $587,000			

*The estimated initial investment reflected in this table is for an EDIBLE® Business operating from a traditional location. If your Business operates at and from one of the "non-traditional" venues described in Item 1, we expect that your costs to establish the Business will vary based on site-specific factors,

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including the type of venue, the site's location and size, the buildout and equipment for that venue, and the required or allowed design alterations. The landlord or manager of the particular venue will determine what is required or allowed for the particular venue based on the specific EDIBLE® Business activities in which you intend to engage as a franchisee from that venue.

**Except for the security deposit and perhaps some utility deposits, no expenditure in this table is refundable. The total investment does not include applicable sales and other taxes in your area or any costs for required items specific to your circumstances or locality (for example, grease traps).

***You will not incur most of these costs if you are renewing your franchise or acquiring an existing franchise because the Business already is open. However, as a condition of renewal or our approval of a franchise resale, you must make certain upgrades, modifications, and improvements at your Business (in particular, the store location) to meet our current standards. If your original store location no longer meets our current standards, we may require you, as a condition of the franchise "renewal" process, to relocate the Business to a new location acceptable to us. Your costs in both cases (you upgrade your existing store location or relocate to a new premises) will depend on many factors. The cost of upgrading an existing store location (without relocation) to our current standards may range between $125,000 to $185,000, depending on the extent of the required work. The cost of relocating an existing business to a new location acceptable to us may range from the low end to the high end of the total estimated initial investment appearing in the table for a brand new store.

**** The table above assumes that you will develop a new EDIBLE® Business. However, our affiliate might occasionally sell the assets of one or more of its EDIBLE® Businesses to our franchisees, who then will operate those Businesses under Franchise Agreements with us. The purchase price for those assets will depend on age, Business location and condition, profitability, cash flow, strategic considerations, and other relevant market factors. If you are interested in purchasing the assets of a particular affiliate-owned EDIBLE® Business, you and our affiliate will negotiate the appropriate purchase price. Our affiliate did not sell any of its EDIBLE® Businesses to franchisees during 2025.

Explanatory Notes

1. We describe the initial franchise fee in Item 5.

2. A traditional store location for a Business will occupy approximately 1,100 to 1,700 square feet of space. Your rent depends on geographic location, the store's size, local rental rates, businesses in the area, site profile and desirability, and other factors. EDIBLE® Business locations typically are in strip shopping centers, street-level stores, and other venues in both downtown commercial areas and suburban areas. The location in all cases should have adequate facilities to refrigerate, store, and prepare your products and their ingredients and to service customers. The location should be visible, accessible to prospective customers, and conveniently located to make deliveries in your Delivery Area. The security deposit typically is for one month. The high end of the range reflects rent that might be due in higher-cost real estate markets (for example, California and New York). In our experience, a franchisee's rent obligation typically (but not always) starts approximately 90 days after the lease is signed; that coincides with the approximate date by which you must begin operating your Business.

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3. Store-improvement costs—including architectural drawings, floor covering, wall treatment, ceilings, painting, window coverings, contractor's fees, and electrical, carpentry, and similar work—depend on the store's condition, location, and size; the demand for the site among prospective lessees; the site's previous use; the build-out required to conform the site for your Business; how many contractor bids you obtain for the work; and construction or other allowances the landlord is willing to grant. The lower figure assumes the existing space was previously an EDIBLE® location or the landlord bears many store-improvement costs (even though it then might amortize those costs by charging you higher monthly rent). The higher cost might be incurred in markets where contractor and other services are more expensive. "Vanilla Box" refers to a commercial building with a minimally-finished interior, i.e., usually with ceilings, lighting, plumbing, heating and cooling (HVAC), interior walls (painted or unpainted), electrical outlets, elevators, rest rooms, and a concrete floor.

4. This includes walk-in and/or display cooler, fruit-cutting equipment, fruit and other product-preparation equipment, millwork, containers, preparation counters, storage space, flooring, sinks, office furniture, point-of-sales system, digital menu, computer (including installation), telephones, and facsimile machines.

5. You must buy or lease an approved delivery vehicle, with commercially-installed refrigeration and insulation, from our designated source and decorate it with our special graphics. Third-party financing is available. This figure shows the initial monthly payment based on a lease or loan term of 3 to 5 years. We estimate the total purchase cost at approximately $21,600 to $60,000 depending on which type of vehicle you choose.

6. This includes fresh fruit, chocolate, yogurt, toppings, gift baskets, packaging, non-branded paper products, cleaning supplies, uniforms, contract forms, invoices, brochures, statements, printing supplies, and office supplies.

7. You must spend at least $5,000 on a grand opening marketing program, to be approved and managed in partnership with us.

8. You must obtain and maintain certain types and amounts of insurance as further described in Item 8. Insurance costs depend on policy limits, deductibles, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure. For example, coastal regions might have higher premiums because of weather conditions and risks. Densely-populated and high-traffic metropolitan areas (New York, for example) might have higher premiums for automobile coverage. Most franchisees pay their insurance premiums monthly if that option is available. However, 25% of the annual premium might be required as a first installment. This estimate is only for the insurance coverage we require. Any additional insurance that we recommend or that you otherwise purchase may be in addition to this estimate.

9. This estimates other costs you might incur in the start-up phase, including business licenses, legal and accounting fees, and deposits for telephone service and gas, electric, and other utilities.

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10. This item estimates the funds needed to cover your other pre-opening expenses as well as initial expenses for the first 3 months of operation (besides the funds identified separately in the table). It includes payroll costs but not any draw or salary for you. We relied on our affiliates' 20-plus years of operating, and our 20-plus years of franchising, EDIBLE® and EDIBLE® ARRANGEMENTS® Businesses to compile this Additional Funds estimate.

11. We do not offer financing directly or indirectly for any part of the initial investment.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Business according to our mandatory specifications, standards, operating procedures, and rules ("System Standards"). System Standards may regulate, among other things: (1) the types, models, and brands of required fixtures, furniture, equipment (including fruit-cutting and other fruit-preparation equipment, credit card merchant and gift-card equipment, computer with high-speed Internet connection and related software, facsimile machine (or digital equivalent), and point-of-sale information system), furnishings, vehicles, and signs (collectively, "Operating Assets"); (2) food and other products, packaging and other preparation materials, trademarked items, and supplies required for the Business; (3) designated and approved suppliers (including and/or limited to us and our affiliates) of Operating Assets and the other items and services; and (4) the EDIBLE.COM Program.

We periodically will give you a list of any designated and approved manufacturers, printers, suppliers, and distributors of the Operating Assets, products, and services you need to operate the Business. We have the right to revise the list as we deem best and to limit the sources of these items to certain unaffiliated designated vendors, or to us and/or our affiliates, in which case you must acquire these items and services only from those limited sources at the prices they (or we) decide to charge. We have the absolute right to limit the suppliers with whom you may deal. We have the right to restrict your sources of certain items to protect trade secrets, to assure a reliable supply of products meeting our standards, to achieve better purchase terms and delivery service, to control use of the Marks by third parties, and to monitor the manufacturing, packaging, processing, and sale of these items.

Our Affiliates

We and our affiliates currently are approved or designated suppliers of the following items and services.

BerryDirect is the designated supplier of proprietary fruit-cutting and other fruit-preparation equipment ("Proprietary Equipment"), containers, packaging supplies, certain chocolate and confectionary items (some of which are manufactured by a designated source), and other related products. The Proprietary Equipment must be leased from BerryDirect with a one-time upfront lease payment. We will maintain ownership of all Proprietary Equipment in your possession during the franchise term. All Proprietary Equipment must be returned to us immediately upon the expiration or termination of your franchise term, or if you otherwise lose possession of the store location, cease operating the Business, or surrender or transfer control of the Business without our approval. You may not grant a security interest in the Proprietary Equipment for any financing you secure to operate the

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Business, and the Proprietary Equipment and the Franchise Agreement must be excluded from any grant of a security interest in the Business's assets. Failure to return the Proprietary Equipment to us will result in a charge of $15,000 for each piece of Proprietary Equipment that is not returned to us, in addition to all other damages we have available to us.

In addition to BerryDirect, our affiliate Netsolace is the designated supplier of the required computer system (hardware and software) as well as "Printible." Printible is a software-based product category, which allows a customer to personalize and customize print solutions such as customizable greeting cards, photo cards, inserts, and the like. The personalized solutions are printed at the Store and fulfilled as part of the order. Netsolace owns and maintains the personalization-software platform. Netsolace also maintains and operates the Franchise System Website, administers the technology platforms for our affiliates Edible.com, LLC and BerryDirect, LLC, and provides Store-level technology and hardware solutions. Edible.com, LLC administers the EDIBLE.COM Program, including our Website and call center activities, which is the exclusive online and call center ordering system for the System, provided that you may take customer orders for your particular Business over the phone at your store location. Finally, our affiliate freshfruit.com will sell you the particular fruit products it makes available to our franchisees for resale to customers.

If our affiliates sell you items they also buy for use by EDIBLE® Businesses that our other affiliates periodically might own, or if our affiliates otherwise buy in bulk for resale, these affiliates will be operating as wholesalers in dealing with you and other franchisees and therefore may be charged prices on items for the affiliate-owned Businesses that are lower than the prices you pay for your Business. Any required or voluntary purchases you make from us or our affiliates, regardless of the role in which we or our affiliates sell the particular items to you, generally will be at prices exceeding our and their costs. Because they are affiliates, certain officers of ours naturally own an interest in Netsolace, Edible.com, LLC, BerryDirect, freshfruit.com, and any other affiliated entity doing business with you. However, our officers currently do not own an interest in any unaffiliated suppliers.

Other Approved Suppliers

To maintain the quality of the goods and services that EDIBLE® Businesses sell and our system's reputation, we may condition your right to buy or lease Operating Assets, inventory, services, and other items (besides those described above that you may obtain only from us, our affiliates, and/or other specified exclusive sources) on their meeting our minimum standards and specifications and/or being acquired from approved suppliers. We will issue and modify standards and specifications based on our, our affiliates', and franchisees' experience with EDIBLE® Businesses. Our standards and specifications may impose minimum requirements for production, performance, reputation, prices, quality, design, and appearance. The media and materials comprising our Operations Manual and/or other communications will identify our standards and specifications. We will notify you and, where appropriate, the suppliers. There might be situations where you can obtain items and services from any supplier who can satisfy our requirements and, therefore, would be considered an approved supplier.

If you want to use any item or service we have not yet evaluated or to buy or lease from a supplier we have not yet approved or designated, you first must send us sufficient information and/or samples so we can determine whether the item or service complies with System Standards or the

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supplier meets approved supplier criteria. We may require you or the supplier to reimburse our costs for an inspection and evaluation and will decide within a reasonable time (no more than 90 days). We may periodically establish procedures for your requests and may limit the number of approved items, services, and/or suppliers as we think best. Supplier approval might depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, concentration of purchases with limited suppliers to obtain better prices and service, and/or a supplier's willingness to pay us, our affiliates, and/or our system for the right to do business with our system. We and our affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with you and other franchisees and to use all amounts received without restriction for any purposes we and our affiliates deem appropriate (unless we and our affiliates agree otherwise with the supplier). Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, product, or service, especially if we already have limited sources to certain unaffiliated designated vendors or to us and/or our affiliates.

Besides these purchases or leases, you must obtain and maintain, at your own expense, the insurance coverage we periodically require and satisfy other insurance-related obligations. You currently must have (i) general liability insurance: $1 million per occurrence, $1 million personal injury/advertising liability, $10,000 medical payments, $1 million Stop Gap coverage (certain states), and $2 million general aggregate; (ii) auto liability and physical damage coverage: $1 million combined single limit, $1 million hired/non-owned liability, $5,000 medical payments or Personal Injury Protection, and $1 million uninsured/underinsured motorists liability; (iii) workers' compensation insurance prescribed by us or state law, whichever is greater; (iv) employers liability insurance: $500,000/$500,000/$500,000; (v) property insurance (special form including wind and hail): 100% of the replacement cost of all business personal property ($100,000 minimum); (vi) business income/extra expense: 12 months of sales; (vii) umbrella liability insurance to extend over both general liability and auto liability insurance: $1 million; and (viii) employment practices liability insurance in an amount we specify with us named as the co-defendant. While you are not required to have more insurance than that listed above, we recommend that you increase the policy limits of your umbrella liability insurance to $5 million, have at least $1 million in employment practices liability insurance, and obtain trade restoration insurance with coverage for claims and losses arising from foodborne illnesses and products liability. Premiums depend on the insurance carrier's charges, terms of payment, and your history.

The general liability insurance policy must name us as an "Additional Insured—Grantor of Franchise per form CG2029 or equivalent," and similarly name our affiliates as additional insured parties, for claims arising from your Business's operation. You should investigate the area in which you will operate to determine whether this insurance coverage is appropriate for your operations. You should consult with an insurance advisor to decide the coverage that is best for you. You must use an insurance company with an A.M. Best rating of not less than A-VII. We may require you to obtain insurance coverage through specific insurance brokers and companies. We may change the amounts and types of coverage as we think best. We may require you to participate in a master or group insurance policy we maintain for our system.

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Store Development and Construction

You are responsible for developing your store location (including if you relocate as part of the franchise renewal process). We must approve the architect and general contractor you hire to construct or remodel your Business. We reserve the right to designate preferred architects and general contractors you must use to construct or remodel your Business. We will give you mandatory and suggested specifications and layouts for an EDIBLE® Business. Any template plans we give you might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations for disabled persons.

You must make sure the store location complies with the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We may review and approve all final plans and specifications before you begin constructing the store location and all revised or "as built" plans and specifications during construction. Our review is only to ensure your compliance with our design requirements. We may inspect the store location during the development process for compliance with our design requirements. You are responsible for the selection and performance of architects, contractors, and subcontractors you hire to construct, develop, and maintain the store location and for ensuring that sufficient insurance coverage is in place during the construction process.

Your store location must be at a site we accept. We have the right to review and accept the location's lease or sublease and to require that it include (within its text or by rider or addendum) certain provisions regarding use of the site, permitted signage, your assignment only to us or our designee, build-out, and other terms we specify. All leases must be in writing. We may refuse to accept a lease (and therefore the location) if the lease does not contain the minimum terms we specify, even if this refusal delays your store's opening because you must find another location and negotiate another lease for our review. We also may require you (and the landlord) to sign a conditional lease assignment (or similar document) (i) confirming our right to take over (or to assign to a designee the right to take over) possession of the location upon your uncured default under the lease and loss of possession, upon your failure to exercise any lease options or your decision to exercise lease options through different entities, or upon expiration or termination of the Franchise Agreement, (ii) confirming the landlord's willingness to turn over possession of the premises to us (or our designee) in these circumstances, and (iii) obligating the landlord to notify us if there is any change in lease status between you and the landlord, if you do not exercise your lease option rights, or if you seek to exercise lease options through different entities.

Other Limitations on Product Sourcing

You may not under any circumstances, without our prior written consent (which we need not grant), purchase, lease, transfer, or otherwise obtain any equipment, inventory, or Operating Assets from an existing or former EDIBLE® franchisee, whether or not that other franchisee's Business is operating or closed and whether or not such equipment, inventory, or Operating Assets meet our then-

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current standards and specifications. You must comply with our advertising restrictions and social media guidelines and policies (subject to applicable law).

Collectively, the purchases and leases described above are approximately 90% of your overall purchases and leases to establish and then operate the Business.

During the 2025 fiscal year, our affiliates collectively received a total of $53,616.850 from our franchisees for directly selling containers and other inventory items, selling and leasing computer hardware, licensing software and other technology, and providing technology services. This information is from their internal unaudited records. We did not sell or lease any goods or services directly to our franchisees during 2025 and therefore derived no revenue from such activities.

We received a total of $1,137,064 from unaffiliated vendors during 2025 on account of those vendors' sales to our franchisees. That amount represents 3.07 % of our total 2025 revenue of $37,062,761 (according to our 2025 audited financial statements).

There currently are no purchasing or distribution cooperatives. We currently negotiate, or in the future may negotiate, purchase arrangements (including price terms) with one or more suppliers for all supplies you need for your fruit arrangements, certain equipment, certain chocolate and confectionary items and other product inventory, and certain credit card, gift card, insurance, human resources, and third-party delivery platform services. In doing so, we seek to promote our franchise system's overall interests and our interests as the franchisor (and not for the benefit of a particular franchisee). We do not provide material benefits to you (for example, renewal or granting additional franchises) for purchasing particular products or services or using particular suppliers.

Except as described above, there are no goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items relating to establishing or operating the Business that you currently must buy or lease from us (or an affiliate) or designated suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of the disclosure document.

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	3.A. of Franchise Agreement	7, 8, 11, and 12

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OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
b. Pre-opening purchases/leases	3 of Franchise Agreement Netsolace Software License and Maintenance Agreement	5, 7, 8, and 11
c. Site development and other pre-opening requirements	1 and 3 of Franchise Agreement	7, 8, and 11
d. Initial and ongoing training	6.A., B, C, and D of Franchise Agreement	6, 7, and 11
e. Opening	3.C., D, and E of Franchise Agreement	11 and 12
f. Fees	2.B.(6); 6.A.(3); 9; 12.C., D, and E; and 16.D.(1)(d) and 16.D.(2)(i) of Franchise Agreement 3, 6, 8, and 10.8 of Netsolace Software License and Maintenance Agreement	5, 6, and 7
g. Compliance with standards and policies/operating manual	4 of Franchise Agreement	8 and 11
h. Trademarks and proprietary information	7 and 8 of Franchise Agreement 2.6 and 5.1 of Netsolace Software License and Maintenance Agreement	13 and 14
i. Restrictions on products/services offered	4.C. of Franchise Agreement	8, 11, 12, and 16
j. Warranty and customer service requirements	4.B.(9) of Franchise Agreement 7 and 9.1 of Netsolace Software License and Maintenance Agreement	Not Applicable
k. Territorial development and sales quotas	1.C. of Franchise Agreement	12
l. On-going product/service purchases	4.C. and 5.A. of Franchise Agreement	6 and 8

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OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
m. Maintenance, appearance, and remodeling requirements	2.B.(3) and 4.D. of Franchise Agreement 10 of Renewal Rider	8, 11, and 17
n. Insurance	13 of Franchise Agreement	7 and 8
o. Advertising	10 of Franchise Agreement	6, 7, 8, and 11
p. Indemnification	14 of Franchise Agreement 8 of Netsolace Software License and Maintenance Agreement	6
q. Owner's participation/ management/staffing	4.B.(10) of Franchise Agreement	11 and 15
r. Records and reports	9.J.(1) and 11 of Franchise Agreement	6
s. Inspections and audits	11 of Franchise Agreement	6 and 11
t. Transfer	16 of Franchise Agreement 10.3 of Netsolace Software License and Maintenance Agreement	17
u. Renewal	2 of Franchise Agreement 5 of Renewal Rider	17
v. Post-termination obligations	19 of Franchise Agreement 4.4 of Netsolace Software License and Maintenance Agreement	17
w. Non-competition covenants	15 of Franchise Agreement 2(a) of Principal's Agreement	17
x. Dispute resolution	20 of Franchise Agreement 11.8 of Netsolace Software License and Maintenance Agreement	17
y. Use of Audio and Video Devices and Social Media	5.E. of Franchise Agreement	8 and 11

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OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
z. Days and Hours of Operation*	4.B.(3) of Franchise Agreement	Item 16

*You must open and operate the Business 7 days a week.

ITEM 10
FINANCING

We do not offer direct or indirect financing or guarantee your note, lease, or obligation.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Before you open the Business, we will:

1. Provide you with a "Site Search Area" and our then-current minimum acceptable criteria for Edible® store locations, including criteria related to demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; size; appearance; and other physical and commercial characteristics. You must look for an acceptable store location within the "Site Search Area." Site selection will be your sole responsibility; however, we may use reasonable efforts to help you determine feasibility of sites in the Site Search Area. The store location must be suitable for preparing and selling all products we require and authorize EDIBLE® Businesses to offer and sell.

We will accept or reject a proposed store location within 30 days after receiving your written proposal, which must include a summary of the criteria above, evidence confirming your favorable prospects for obtaining the location, a site evaluation report, photographs of the proposed site, and any other information we request. We will not unreasonably withhold our acceptance of a site meeting our criteria. We expect to sign the Franchise Agreement with you before you find the store location. Regardless of whether the Franchise Agreement has been signed before you find the store location, you may not sign a lease for a store location in the Site Search Area until we accept in writing both the location and the proposed lease. You generally must select and lease your store location within 90 days after signing the Franchise Agreement and build out the store location and open your Business within 180 days after selecting your site. We may terminate the Franchise Agreement if you fail to do so. After you find and we accept your store's location within the Site Search Area, we will determine your Delivery Area. (Franchise Agreement – Sections 1.B., 1.C., and 3.A.) We do not own locations for lease to franchisees.

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Much of the process described above applies if you must relocate your store as part of a franchise renewal when the original store location is not suitable to prepare and sell all the products required for the franchised Business. Your Renewal Rider will identify the timeframe within which you must relocate the store to a new site.

2. Accept your store location's written lease if it meets our requirements. (Franchise Agreement – Section 3.A.)

3. Give you mandatory and suggested specifications and layouts for the store location, including requirements for dimensions, design, image, interior layout, decor, Operating Assets, and color scheme. (Franchise Agreement – Section 3.B.(2))

4. As discussed in Item 8, identify the Operating Assets, food and other products, packaging and other preparation materials, trademarked items, and supplies you must use in developing and operating the Business; the minimum standards and specifications you must satisfy; and the designated and approved suppliers from whom you must or may buy or lease these items (which may be limited to and/or include us, our affiliates, and/or other specified exclusive sources). (Franchise Agreement – Sections 4.C.) Our affiliate will help you install the computer system you buy or subscribe from it. We also will provide specifications and direction on the fixtures, equipment, and signs to be installed in your location.

5. Give you access to our Operations Manual, the current table of contents of which is Exhibit D and which currently includes approximately 1,277 pages. (Franchise Agreement – Section 6.G.)

6. Netsolace will license its software to you. (Netsolace Software License and Maintenance Agreement – Section 2.1)

7. Train you (or your managing owner) and one on-site manager. (Franchise Agreement – Section 6.A.) We describe this training later in this Item.

During your operation of the Business, we will:

1. Advise you regarding the manner in which—based on your reports or our inspections and evaluations—operations at your Business promote and enhance the quality of the EDIBLE® brand. We also may provide recommendations to you on standards, specifications, and operating procedures and methods that EDIBLE® Businesses use, including operation of and your required participation in the EDIBLE.COM Program; purchasing required and authorized Operating Assets and other items and arranging for their distribution to you; advertising and marketing materials and programs; training of supervisory employees; and administrative, bookkeeping, accounting, and inventory control procedures. Nevertheless, your participation in the EDIBLE.COM Program is at our discretion and subject to the terms more fully described in your Franchise Agreement. (Franchise Agreement – Section 5.D.) We may provide recommendations to you in our Operations Manual, bulletins, or other written materials; by electronic media; by telephone consultation; and/or at our office or the Business. (Franchise Agreement – Section 6.F.)

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2. Give you additional or special guidance, assistance, and training at your cost if you request or we require it. (Franchise Agreement – Section 6.D.)

3. Continue to provide you access to our Operations Manual, which may consist of and is defined to include audio, video, computer software, flash-drives, other electronic media, and/or written and other tangible materials. The media and materials comprising the Operations Manual contain System Standards and information on your other obligations under the Franchise Agreement. We periodically may modify the substance of the Operations Manual to reflect changes in System Standards and your other operating requirements. At our option, we may post some or all of the substance of the Operations Manual on a restricted Website, intranet, or extranet to which you will have access, and which is deemed to be part of the Operations Manual. You must monitor and access the Website, intranet, or extranet for any updates to the substance of the Operations Manual or System Standards and return to us any hard copy of the Operations Manual. A "Website" means an interactive electronic document contained in a network of computers linked by communications software, including the Internet and World Wide Web home pages. (Franchise Agreement – Section 6.G.)

4. Modify System Standards for EDIBLE® Businesses, which may accommodate regional or local variations, and these modifications may require you to invest additional capital in the Business and/or incur higher operating costs. Our Franchise Agreement describes certain caps on the amounts we may require you to spend on capital modifications. To the fullest extent allowed by law, we also may regulate the maximum, minimum, or other prices you charge for your products and services. (Franchise Agreement – Sections 4.D. and E.)

5. Inspect the Business and observe and monitor its operation to help you comply with the Franchise Agreement and all System Standards and resolve operating issues. (Franchise Agreement – Section 12)

6. Let you use our and our affiliates' confidential information. (Franchise Agreement – Section 8)

7. Let you use the Marks. (Franchise Agreement – Section 7)

8. Let you participate in the Franchise System Website's features and functions. Nevertheless, your participation in the Franchise System's Website is at our discretion and subject to the terms more fully described in your Franchise Agreement. (Franchise Agreement – Section 5.E.) We describe the Franchise System Website later in this Item.

9. Periodically offer refresher training courses. (Franchise Agreement – Section 6.C.)

10. Maintain a Marketing Fund (the "Fund") for advertising, marketing, and public relations programs and materials we deem appropriate. You must contribute to the Fund the weekly (or, if applicable, daily) amounts we periodically require. Item 6 and the discussion below describe the ranges of the various advertising and marketing fees you must spend. Currently, the entirety of the Marketing

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Fees Contributions is the maximum cap of 5% of Gross Sales, as described in Item 6, all of which is collected and dedicated to the Fund. We do not currently require any portion to be spent on local marketing or redirected to Area Advertising Cooperatives. However, we reserve the right to modify this allocation at any time, including requiring a portion of the Marketing Fees Contribution to be spent on local marketing or area advertising cooperative activities, provided that the total will not exceed the Marketing Fees Contribution Cap. EDIBLE® Businesses that we or our affiliates own will contribute to the Fund on the same percentage basis as franchisees. We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with EDIBLE® Businesses and with whom we have agreed to so deposit those allowances.

We will direct all programs the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media (including social media); developing, implementing, maintaining, operating, and modifying a Franchise System Website and/or related strategies (including social media); maintaining or paying third parties to maintain a system-wide call center, toll-free numbers, and an on-line ordering and fulfillment system; administering regional and multi-regional (including national) marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising; using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund will advertise locally, regionally and/or nationally in printed materials, on radio or television, and/or on the Internet, wherever we think best. We and/or an outside advertising agency and/or media agency will produce all advertising and marketing. The Fund periodically may give you samples of advertising, marketing, and promotional formats and materials at no cost. We, our affiliates, and/or third-party vendors will sell you multiple copies of these materials at the direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other funds and not use the Fund for our general operating expenses. However, we may use the Fund to pay reasonable salaries and benefits of personnel who manage and administer the Fund; the Fund's other administrative costs; travel expenses of personnel while on Fund business; meeting costs; overhead relating to Fund business; and other expenses we incur in activities reasonably related to administering or directing the Fund and its programs, including conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund contributions (including taxes we must pay on Fund contributions we receive).

The Fund is not our asset but is not a trust. We have only a contractual obligation to hold all Fund contributions for the contributors' benefit and to use contributions only for their permitted purposes (described above). We have no fiduciary obligation to you for administering the Fund. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use interest earned on Fund contributions to pay costs before spending the Fund's other assets. The Fund will not be used principally to develop materials and programs to solicit new franchise sales. However, media, materials, and programs, including the Franchise System Website, prepared using Fund contributions may describe our franchise program, reference the availability of franchises and related

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information, and process franchise leads. We are not contractually required to make the finances or any audit of the Fund available for inspection by you or other franchisees. However, to the extent required by applicable law, we will provide you with an accounting (which may be unaudited) of the Fund's expenditures within 60 days after your written request for such accounting. We may incorporate the Fund or operate it through a separate entity when we think best. The successor entity will have all of the rights and duties described here.

Of the Fund's total 2025 expenditures, approximately 71.46% was spent on online media placement, 2.27% was spent on storefront signage kits, 24.94% was spent on administrative costs, and 1.33% was spent on publicity and public relations and email marketing.

We intend the Fund to maximize recognition of the Marks and patronage of EDIBLE® Businesses. Although we try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, benefiting all EDIBLE® Businesses, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by EDIBLE® Businesses operating in that geographic area or that any EDIBLE® Business benefits directly or in proportion to its Fund contribution from the development of advertising and marketing materials or the placement of advertising and marketing. (In other words, the Fund need not spend any specific amount in your market area. We also need not spend any amount on advertising in your market area.) We may, at the Fund's expense, use collection agents and institute legal proceedings to collect Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce a franchisee's Fund contributions and, upon 30 days' prior notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to franchisees, and to us and our affiliates, in proportion to their, and our, respective contributions during the preceding 12 months. (Franchise Agreement – Section 10.B.)

Other Advertising — Grand Opening, Local, Cooperative, and Special Programs

Grand Opening. You must conduct a grand opening marketing and advertising program for the Business according to our guidelines during the timeframe we specify (typically starting 1 month before and continuing 2 months after your Business begins operating). (Franchise Agreement — Section 3.A.)

Local. Besides your grand opening marketing/advertising, your Franchise Agreement requires you to spend to advertise and promote your Business, starting 2 months after you begin operating (or whenever we specify depending on when the grand opening marketing/advertising program concludes), the percentage of the Marketing Fees Contribution Cap that we require from time to time. Currently, the entirety of the Marketing Fees Contribution Cap (5% of Gross Sales) is collected and dedicated to the Fund. We do not currently require any portion to be spent on local marketing or redirected to Area Advertising Cooperatives. We reserve the right to require that a portion of the Marketing Fees Contribution Cap be spent on local advertising activities or contributed to an Area Advertising

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Cooperative; any such requirement will not exceed the Marketing Fees Contribution Cap. We may, as we deem best, adjust the percentages among these required advertising expenditures throughout your franchise term within the Marketing Fees Contribution Cap. However, this cap does not affect funds potentially due under the "Special Programs" section below.

If there is no Area Advertising Cooperative for the market area in which your Business operates (because no Area Advertising Cooperative ever was formed or a past Area Advertising Cooperative has been dissolved or disbanded), we have the right to require you to pay us the portion of the Marketing Fees Contribution Cap that we have prescribed for local advertising and promotion, which we will then spend for you in your local market for advertising and promotion materials and activities. We reserve this right whether or not you are willing to spend the required amounts on your own for local advertising and promotion, and, if we choose to handle the advertising and promotion materials and activities in your local market, we have the right to initiate debit entries to your checking, savings, or other account for the required amounts.

Your local advertising and promotion must follow our guidelines, including shared advertising procedures. To protect the goodwill we have accumulated in the "EDIBLE®" and "EDIBLE ARRANGEMENTS®" names and other Marks, before you use them, you must send us or our designated agency for approval samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved. If you do not receive a response within 30 days, they are deemed to be disapproved. You must not use any advertising, promotional, or marketing materials we have not approved or have disapproved. (Franchise Agreement – Sections 10.A. and C.) You also must comply with System Standards for using social media in operating the Business or that references our Marks.

Area Advertising Cooperative. We have the right to designate one or more distinct geographic areas or any combination of geographic areas for one or more Area Advertising Cooperatives. Each Area Advertising Cooperative's members will be the owners of all EDIBLE® Businesses located and operating in the distinct geographic area or, if combined, the multiple geographic areas (including us and our affiliates, if applicable). The geographic areas comprising an Area Advertising Cooperative, if there is more than one distinct geographic area in an Area Advertising Cooperative, need not be contiguous to one another or be in the same Designated Market Area (DMA). Each Area Advertising Cooperative will be organized and governed in a form and manner, and begin operating on a date, we determine. We have the right to change, dissolve, or merge any one or more Area Advertising Cooperatives in our sole judgment. Each Area Advertising Cooperative's purpose is to create, implement, and administer advertising, marketing, and promotional programs and develop marketing materials for the benefit of the Area Advertising Cooperative's members. If, as of your Franchise Agreement's effective date, we have established an Area Advertising Cooperative for the geographic area in which your Business is located, or if we establish an Area Advertising Cooperative for that area during the franchise term, you automatically will become a member of the Area Advertising Cooperative and then must participate as we or the Area Advertising Cooperative's governing documents require. We reserve the right to require you to contribute to the Area Advertising Cooperative the portion of the Marketing Fees Contribution Cap that we designate from time to time.

We have the right to require that an Area Advertising Cooperative be formed and operated under written by-laws or an operating agreement we approve (if we choose not to control on our own—

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which we reserve the right to do—the formation, organization, operation, expenditures, and all other aspects of the Area Advertising Cooperative). If an Area Advertising Cooperative's members cannot agree on any aspect of the Area Advertising Cooperative's formation, administration, or operation (if we have chosen not to control that Area Advertising Cooperative), and the disagreement continues for 20 days after written notice to us, we have the authority to resolve the matter in our sole discretion. Our decision will be final and binding on all members of the Area Advertising Cooperative. As noted above, we have the right, whenever we deem best, to control the formation, organization, operation, expenditures, and all other aspects of the Area Advertising Cooperative, even if there is no disagreement among its members.

You must send us and the Area Advertising Cooperative any reports that we require, including information to confirm your compliance with your minimum contribution obligations. The Area Advertising Cooperative will operate only for the purpose of advertising, marketing, and promoting EDIBLE® Businesses (on a local-market basis if applicable) for the benefit of the Area Advertising Cooperative's members. The Area Advertising Cooperative and its members may not use any advertising, marketing, or promotional plans or materials that we have not approved or, if applicable, are not permitted by the terms of the Area Advertising Cooperative's by-laws or operating agreement. (Franchise Agreement – Section 10.D.)

As of this disclosure document's issuance date, there are no Area Advertising Cooperatives operating or in the process of being formed.

There currently are no franchisee advertising councils. However, we may create, merge, change, or dissolve them.

Special Programs. Besides your Marketing Fees Contribution Cap obligations described above, you must participate in any national, regional, or local advertising or promotional programs approved by a majority of the franchisees operating within the particular geographic area and, to the extent there are insufficient monies in the Fund or one or more Area Advertising Cooperatives available for or allocated to these programs, to pay the necessary funds. (Franchise Agreement – Section 10.E.) The current participation level is 0% of Gross Sales.

Relocation Marketing Assistance Program. If you (1) relocate or remodel your Business during the initial or renewal franchise term or (2) transfer your store to an unrelated party, i.e., a person or entity that is not currently an owner of you (if you are an entity) or the Business, during the franchise term, then you must pay a minimum of $5,000 (and up to $10,000) to market the relocation of the Business or to alert the public that the Business is under new ownership. The amount of the expenditure will be set by us in our sole discretion according to our guidelines and during the timeframe we specify. (Franchise Agreement Section 9.H.)

Computer System and Other Technology

You must obtain from Netsolace a designated computer-based point-of-sale (POS) system. (Franchise Agreement – Section 3.B.(k) and Netsolace Software License and Maintenance Agreement)

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The system we specify includes hardware and software components, including EDIBLE® "SMS" Store Management System software, an approved current accounting program, digital signage, and various mobile and other applications. The computer system components may vary based on the services you provide but currently include the EDIBLE® "SMS" Store Management System, a Windows 10 POS or newer version, and Remote Access Software. The SMS and software-based training are proprietary to Netsolace. Other necessary software will be pre-loaded onto the computer hardware you buy or subscribe from Netsolace. The hardware is proprietary to the components' manufacturers but must be bought or subscribed from Netsolace. We do not approve any compatible equivalent components.

We estimate the computer system's cost, when purchased and including installation, to be $15,000 to $30,000. Netsolace charges a monthly fee to support the software on the computer system. This fee is currently $160 to $600 a month but may vary over time (depending on the number of users and locations).

However, if you elect the full subscription service (rather than the purchase option), the initial payment will be $600 to $1,200 (depending on the number of users and locations and length of the hardware subscription). A subscription for hardware will cost $300 to $600 per month (depending on the number of users and locations and length of the hardware subscription). We may require you to use designated e-commerce or order processing platforms for customer orders. As set forth in Item 6, we may charge, or require you to pay, platform fees of up to $200 per month and/or a per-transaction fee of up to 30% of the order value, depending on the platform and order type. These fees are in addition to the Computer Software and Technology fees described above and will be specified in the Operations Manual or other written notice we may provide.

We have the right to change specifications, product descriptions, product quality, operating systems, applications, and pricing at any time without prior notice. The computer system performs various functions, for example, facilitates ordering, cash controls, and financial reporting; serves as a database; prints all daily, weekly, and monthly reports; provides secure cash storage linked to the POS terminal; provides connectivity and network security; facilitates communications with us and other parties we approve; handles database management; records and reports all sales, payments, discounts, purchases, and accounting data; and delivers training materials and content to you and your managers.

You must have a functioning email address so we can send you notices and otherwise communicate with you electronically. You may use your EDIBLE® and/or EDIBLE ARRANGEMENTS® email address and our communications network only for EDIBLE® and EDIBLE ARRANGEMENTS®-related business we authorize. We may monitor and review your email communications relating to the Business, although we will not have access to employee- or employment-related information.

You must upgrade the computer system, and/or obtain service and support, as we require or as necessary because of technological developments. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse you for any of these costs. We have independent, unlimited access to the information the computer system generates, except we will not have access to employee- or employment-related information for your Business's employees, as you control exclusively your labor relations and employment practices.

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We or our affiliates may condition any license of proprietary software to you, or your use of technology we or our affiliates develop or maintain (including proprietary training software and technology), on your signing the software license agreement or similar document we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities concerning, the software or technology. We or our affiliates may charge you up-front and recurring (e.g., weekly, monthly, or other) fees for any proprietary software or technology we or our affiliates license to you and for other maintenance and support services provided during the franchise term.

You must have high-speed internet service from a local internet service provider (ISP) according to our specifications. You also must have a wireless (LTE or 5G) failover plan in case of Internet service failures. Broadband internet pricing depends on your local ISP and the plan you choose. You must also purchase other technology and communications in accordance with our specifications, including a phone system and the other technology components set forth in the Operating Manual, which we may change in our sole discretion from time-to-time. Third-party products you buy do not provide ongoing maintenance, repairs, upgrades, or updates unless you obtain a service contract or a warranty. A service contract's cost depends on its term and coverage but could be approximately $1,920 to $3,600 per year.

Franchise System Website

At our option, we may (but are not obligated to) establish one or more Websites (a) to advertise, market, and promote EDIBLE® Businesses, the products they offer and sell, and/or the EDIBLE® franchise opportunity, (b) through which to operate certain online aspects of the EDIBLE.COM Program, and (c) for any other purposes we determine are appropriate or necessary for the EDIBLE® and EDIBLE ARRANGEMENTS® system (each a "Franchise System Website"). We may allow you to participate in the Franchise System Website in our sole discretion. If we so allow, you must give us the information necessary to enable you to participate in the Franchise System Website. This information must be accurate and not misleading and not infringe any other party's rights. We will own all intellectual property and other rights in the Franchise System Website and the information it contains.

We may develop, maintain, operate, and update the Franchise System Website in our sole discretion and may, but are not obligated to, use the Fund's assets to do so or charge an additional fee for such development. You must pay our then-current fee to be on and/or participate in the various aspects of the Franchise System Website or as we otherwise require to maintain and operate the various features and functions of the Franchise System Website (if the Fund or our affiliate does not pay, or to the extent the Fund or our affiliate does not pay, for these costs). System Standards may regulate the Franchise System Website. We may suspend your participation in the Franchise System Website, including the on-line aspects of the EDIBLE.COM Program, at any time. You may not develop, maintain, or authorize any other Website mentioning or describing you or your Business or displaying the Marks. (Franchise Agreement – Section 5.E.) You may use the Internet only to the extent consistent with our system's rules.

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Opening

We estimate it will be up to 270 days after you sign the Franchise Agreement and pay the initial franchise fee before you open your store location. The specific opening timetable depends on how long it takes you to find and lease the site; the site's condition; the construction schedule; the delivery schedule for equipment and supplies; completing training; and complying with local laws and regulations. You must select a site for your store location within 90 days after signing the Franchise Agreement and open the Business within 180 days after we approve your site. (Franchise Agreement – Section 3.A.) Otherwise, we may terminate the Franchise Agreement.

Training

Before the Business opens, we will train you (or your managing owner and one on-site manager) ("Managers") on operating an EDIBLE® Business, but excluding aspects relating to labor relations and employment practices. Before attending onsite Initial Training, you must complete the Edible® Franchise Entrepreneurial Leadership Toolkit Certificate Program. After you complete our Online Training Requirements, initial onsite training will occur at our headquarters or at another store location we designate in our sole discretion. Onsite training may include an apprenticeship program, store training, corporate training, computer training, administrative functions, and other topics, all to be conducted at a training facility we choose and at your store location. Training for operation of a Business will last from 5 days up to 2 weeks depending on your Managers' prior business experience and needs.

Managers must complete initial Manager Certification training to our satisfaction and participate in all other activities required to operate the Business. After completing the Manager Certification training program, Managers must pass an operations proficiency test, entitling them to receive their certification. Although we do not charge separately to train your Managers, you must pay all training-related costs (including travel and living expenses, employees' wages, and workers' compensation insurance). Training may include on-line or other training and self-paced homework assignments that participants must successfully complete before proceeding to the next training stage. Otherwise, Managers must wait and start over at the next available training program. Even before formal training begins, we may require your Managers to take and pass various on-line and other tests and business courses to prepare for their entry into the EDIBLE® System. If your Managers cannot complete initial training to our satisfaction, we may terminate the Franchise Agreement. (Franchise Agreement – Section 6.A. and B.)

Training will begin after you sign the Franchise Agreement and while you are developing the store location. Most aspects of the training program must be completed before you may begin operating your Business. Training will be scheduled at least several weeks before the Business's anticipated opening date. We plan to be flexible in scheduling training to accommodate our personnel, you, and your personnel. However, we currently conduct regularly-scheduled training programs each year. As of this disclosure document's issuance date, we provide the following training:

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TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Online Training Self-Paced	Column 3 Hours of Onsite Training	Column 4 Location of Training
Edible® Franchise Entrepreneurial Leadership Toolkit Certificate Program	40-50 Hours	0	Online
Introduction to Edible® (preparation for onsite training):	15-20 Hours	0	Online*
Edible Business Operations	0	25 Hours	Our headquarters or another store we designate*
Unit Level Economics II	0	10 Hours	Our headquarters or another store we designate*
Tech Systems Training	0	5 Hours	Our headquarters or another store we designate*
Validation of Knowledge, Skills, and Abilities	0	7 Hours	Our headquarters or another store we designate*

*The other designated training store will depend on proximity to your Store and what is most convenient for you and us.

We use manuals, proprietary software and technology, videos, charts, and/or other training aids during the training program. While various employees will be involved in day-to-day aspects of the training program and assist in the areas in which they have gained experience while working for us, these employees ultimately are supervised by Jeffrey Conway, our current Sr. Director of Operation Service. Mr. Conway has over 20 years of experience in training and development, including more than 30 years in various franchise systems. He has been involved in all aspects of our training program since 2013.

Mr. Conway is supported by Emily Wetzlar, Learning & Development Specialist, who has been with us since March 2025. Ms. Wetzlar is responsible for developing and delivering franchise training programs, including onboarding, curriculum development, and systemwide training initiatives. Before joining us, Ms. Wetzlar worked in training and education roles, including as an AI Trainer with Outlier and as an educator with Wesley International Academy, where she focused on curriculum development, instructional design, and performance-based training.

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We have the right to require you to complete certain aspects of initial and ongoing training by accessing our and our affiliates' proprietary training software and technology on-line through the computer system.

We have the right to require your Managers to attend up to 5 additional days of training at our designated location during the Business's first year of operation if we believe this additional training is necessary. You must complete all training to our satisfaction and pay all attendance costs.

In addition to the initial training, we may require your Managers or other personnel to participate in training during the franchise term as we deem necessary based on various factors, including store performance, quality control, changes or modifications to the system, or your acquisition of additional EDIBLE® Businesses. Further, if you hire new or additional on-site managers during the franchise term, they must satisfactorily complete our then-current initial and other pre-opening training programs. We have the right to charge a training fee for this additional training, and you must pay all attendance costs.

All training attendees must be able to speak, read, write, and understand the English language fluently so they can participate in our training program (conducted in English) and communicate clearly with customers and other third parties. In addition, there always must be at least 1 manager at your store who can speak, read, write, and understand the English language fluently.

At least one of your representatives (an owner or another person we approve) must attend, at the locations we designate, the annual or biennial conventions we conduct for EDIBLE® Business franchisees. You must pay the applicable convention fee and all other costs for your representative to attend. You must pay the convention fee even if your representative does not attend (whether or not we excuse that non-attendance). If we do not excuse your representative from attending a convention, that absence will be a default under the Franchise Agreement.

ITEM 12
TERRITORY

You will operate your Business within a non-exclusive geographic area called a Delivery Area. Your Delivery Area will encompass a working and/or living population of at least 75,000 people and is defined (and revised) periodically as we deem appropriate, for example, by cities, counties, zip codes, streets, highways, natural boundaries, or other markers. You likely will not have a specific, unchanging geographic configuration for your Delivery Area. However your Delivery Area is defined (and revised) during the franchise term in terms of geographic markers, your Delivery Area always will encompass a working and/or living population of at least 75,000 people ("Population Threshold") (which we determine using sources that evaluate various demographic factors). However, if you default on your Franchise Agreement, we may reduce the Population Threshold for your Delivery Area below 75,000 in our sole discretion. We will identify your Delivery Area after you sign the Franchise Agreement and find your store location because, until you find your store location within the Site Search Area, we cannot know for sure which areas will be best for you to service from that location. You will not receive an

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exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Within 90 days after signing the Franchise Agreement, you must find and lease your store location. You must open your Business within 180 days after finding and leasing your store location. You will look for the location within a "Site Search Area." We must accept the location and its lease before you sign the lease. You must have a written lease for the location. The store location must be suitable for preparing and selling all products we require and authorize EDIBLE® Businesses to offer and sell.

You may relocate your store only with our advance approval, which might take up to 90 days to obtain. Whether or not we would allow relocation depends on the circumstances and what is in your Business's and our system's best interests. Factors include, for example, the area of the new location, its proximity to other stores in our system, whether you are in compliance with your Franchise Agreement, whether you properly de-identify the old location, and how long it will take you to open at the new location. If the relocation is approved, you must build out and upgrade your store to the current store prototype minimum standards, including equipment, signage, technology, and menu. In addition, you must pay $5,000 to execute a corporately-sponsored advertising and marketing program to support the relocation. We may require you to relocate your store as part of a franchise renewal if the original store location cannot accommodate all the products you must sell as part of the franchised Business, or if the brand standards or market/population changes in such a way as to necessitate a move to maintain the viability of the store's sales.

You must accept and fulfill orders for delivery to those customers and/or recipients located within the Delivery Area only. You must service the Delivery Area 7 days a week, including major holidays as we require, at the hours we set forth. Failure to provide such service may result in a reduction in your Delivery Area or our exercise of the other remedies available to us, including suspension of eligibility to participate in the Edible.com program or termination of the Franchise Agreement. You may not without our express authorization, by any means (including by Internet, catalog sales, telemarketing, or other direct marketing), accept or fulfill orders for delivery to customers and/or recipients located outside the Delivery Area.

Because you have no exclusivity, we and our affiliates have the unrestricted right to engage, and/or grant to other franchisees and third parties the right to engage, in any activities we and our affiliates desire through any distribution channels (including by Internet, catalog sales, telemarketing, or other direct marketing) within the Delivery Area and elsewhere. These permitted activities include:

i. establishing and operating, and allowing others to establish and operate, EDIBLE® Business stores at any locations and in any areas;

ii. allowing other franchisees and third parties to accept and fulfill orders for any and all products (whether identical or similar to, and/or dissimilar from, the products prepared, offered, and/or sold by your Business), whether under the Marks or other trademarks and regardless of where prepared or from where shipped, for delivery to customers and/or recipients located within the Delivery Area; and

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iii. engaging in all other activities not expressly prohibited by the Franchise Agreement.

We need not compensate you for any of these activities. Your Delivery Area or other permitted service areas may overlap partially or even completely with the territories, delivery areas, or other permitted service areas of one or more other franchisees, whether those franchises were granted before or are granted after the date of your Franchise Agreement.

If, despite the express restrictions in your Franchise Agreement, we allow you to accept or fulfill orders for delivery to customers and/or recipients located beyond your Delivery Area (though we are not obligated to do so), you do so with the understanding that this opportunity is only temporary. Those other permitted service areas (and the population in them) do not become part of your Delivery Area (however we have defined it as of that time). We may revoke our approval at any time and for any or no reason and may communicate our decision to you in writing, by email, or through our Franchise System Website and Intranet. Once we revoke our approval, you must immediately cease accepting and fulfilling new orders for delivery in those other service areas and confine your activities to the Delivery Area.

You must comply with our directions and restrictions. We also may condition your right to do business with an account on your complying with the terms we and/or our affiliates have negotiated with the account for the sale to or through the account of EDIBLE® products and services.

You have no options, rights of first refusal, or similar rights to acquire additional franchises. We and our affiliates have not established, and currently have no plans to establish, other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark (although we have the right to do so).

Continuation of your franchise does not depend on your achieving a certain sales volume, market penetration, or other contingency. We may alter your Delivery Area in our sole discretion, except that we will not alter your Delivery Area below the Population Threshold, except as otherwise described above.

ITEM 13
TRADEMARKS

You may use certain Marks while operating the Business. The principal Marks, all of which are owned by Edible IP and registered on the Principal Register of the United States Patent and Trademark Office (USPTO), are:

MARK	REGISTRATION NUMBER ON PRINCIPAL REGISTER	DATE OF REGISTRATION	AFFIDAVITS OF USE AND INCONTESTABILITY FILED?	REGISTRATION RENEWED?
EDIBLE ARRANGEMENTS	2,934,715	03/22/2005	Yes	Yes

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MARK	REGISTRATION NUMBER ON PRINCIPAL REGISTER	DATE OF REGISTRATION	AFFIDAVITS OF USE AND INCONTESTABILITY FILED?	REGISTRATION RENEWED?
EDIBLE ARRANGEMENTS	4,328,107	04/30/2013	Yes	Yes
EDIBLE ARRANGEMENTS	3,844,160	09/07/2010	Yes	Yes
EDIBLE ARRANGEMENTS	2,934,715	03/22/2005	Yes	Yes
EDIBLE ARRANGEMENTS	2,356,362	06/06/2000	Yes	Yes
EDIBLE	5,614,310	11/27/2018	Yes	Not Due
EDIBLE	4,319,940	04/16/2013	Yes	Yes
EDIBLE TO GO	4,068,508	12/06/2011	Yes	Yes
Basket Design (Black & White)	3,264,221	07/17/2007	Yes	Yes
Basket Design (Color)	4,361,480	07/02/2013	Yes	Yes
Basket Design	3,343,733	11/27/2007	Yes	Yes
Edible & Basket Design	5,513,739	07/10/2018	Yes	Not Due
EDIBLE.COM	6,062,806	05/26/2020	Not Due	Not Due
EDIBLE (& Design) (basket logo)	6,102,657	07/14/2020	Not Due	Not Due
Basket Design (Black & White)	6,590,537	12/14/2021	Not Due	Not Due
EDIBLES	6,008,992	03/10/2020	Not Due	Not Due
EDIBLE.COM	6,608,893	01/04/2022	Not Due	Not Due

Edible IP intends to renew each registration before it expires if the Mark still is relevant to the EDIBLE® system.

Edible IP has licensed us to use and sublicense the Marks in our franchise program. The initial term of our license agreement with Edible IP (effective May 1, 2001) was 20 years with 3 successive 10-

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year renewal terms as long as we are not in default of our obligations. Edible IP may not terminate the license agreement unless we are in default and fail to cure the default within not less than 30 days. If Edible IP's license to us expires or is terminated, your rights under the Franchise Agreement will not be affected. You will have the right to operate your Business during both the remaining franchise term and any permitted successor franchise term as long as you comply with all of your obligations.

You must follow our and Edible IP's rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed-name registrations the law requires. You may not use any Mark in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a Website (unless it is our approved Franchise System Website). Except for our license agreement with Edible IP, no agreement limits our right to use or license the Marks. To the extent you use any Mark in employment-related materials, you must include a clear disclaimer that you (and only you) are the employer of employees at the Business and that we, as the franchisor of EDIBLE® Businesses, are not their employer or joint employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks.

We do not actually know of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark or of any person's claim of any rights in any Mark. You may not communicate with any person other than us, Edible IP, and our attorneys regarding any infringement, challenge, or claim. We and Edible IP may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must help us protect and maintain our and Edible IP's interests in any litigation or USPTO or other proceeding. We or Edible IP will reimburse your reasonable costs of taking any action requested by us or Edible IP associated with a litigation, USPTO proceeding, or other proceeding under our or Edible IP's control.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional, substitute, or replacement trade or service marks together with or instead of any previously designated Mark, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse your direct expenses of changing the Business's signs, your lost revenue due to any modified or discontinued Mark, or your expenses of promoting a modified or substitute trademark or service mark.

We will reimburse your damages and expenses incurred in any trademark infringement proceeding disputing your authorized use of any Mark under the Franchise Agreement if you timely

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notify us of, and comply with our directions in responding to, the proceeding. At our option, we and/or Edible IP may defend and control the defense of any proceeding arising from your use of any Mark.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Edible IP and Netsolace have applied for and been issued various United States patents with the USPTO to cover certain items. You may use the patents to the extent they are incorporated in the items you buy and/or are permitted to use while operating your Business.

PATENT NUMBER (P) (IF ISSUED) OR SERIAL NUMBER (S) (IF NOT YET ISSUED)	FILING DATE	TYPE OF PATENT	TITLE	CURRENT OWNER / APPLICANT
7,052,059 (P)	08/10/2004 (Issued 05/30/2006)	Utility	Fruit Skewer	Edible IP
7,568,414 (P)	09/01/2005 (Issued 08/04/2009)	Utility	Melon Wedger	Edible IP
8,397,943 (P)	07/22/2009 (Issued 03/19/2013)	Utility	Method and Device for Removing Rinds from a Food Item	Edible IP
8,495,941 (P)	10/09/2008 (Issued 07/30/2013)	Utility	Sectioning Device and Method of Use	Edible IP
8,460,000 (P)	11/18/2008 (Issued 06/11/2013)	Utility	Computed Implemented Method for Facilitating Prescribed Business Operations	Netsolace
8,474,616 (P)	01/30/2009 (Issued 07/02/2013)	Utility	Support for Food Product Arrangement and Method for Assembling an Arrangement	Edible IP
8,555,763 (P)	06/18/2010 (Issued 10/15/2013)	Utility	Sectioning Device and Method of Use (Hybrid)	Edible IP
9,375,858 (P)	07/22/2009 (Issued 05/21/2019)	Utility	Method and Device for Removing Rinds from a Food Item	Edible IP

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PATENT NUMBER (P) (IF ISSUED) OR SERIAL NUMBER (S) (IF NOT YET ISSUED)	FILING DATE	TYPE OF PATENT	TITLE	CURRENT OWNER / APPLICANT
10,294,017 (P)	08/17/2016 (Issued 05/21/2019)	Utility	Gift Package for Fresh Cut Fruit	Edible IP
10,301,071 (P)	03/18/2014 (Issued 05/28/2019)	Utility	Arrangement Container System	Edible IP
10,266,337 (P)	01/30/2017 (Issued 04/23/2019)	Utility	Fruit Arrangement	Edible IP
D692,278	04/23/2012 (Issued 10/29/2013)	Design	Container	Edible IP
D695,570 (P)	04/23/2012 (Issued 12/17/2013)	Design	Cupcake Container	Edible IP
D718,618 (P)	04/23/2012 (Issued 12/21/2014)	Design	Pyramid Box Blank	Edible IP
D676,290 (P)	06/27/2012 (Issued 02/19/2013)	Design	Fruit Cutter Star Multi-Cutter	Edible IP
D711,198 (P)	06/27/2012 (Issued 08/19/2014)	Design	Fruit Cutter Cupcake Cutter	Edible IP
D695,487 (P)	06/27/2012 (Issued 12/12/2013)	Design	Fruit Arrangement Cupcake with Skewer	Edible IP
D738,723 (P)	09/26/2012 (Issued 09/15/2015)	Design	Octagonal Box	Edible IP
D722,889 (P)	07/23/2013 (Issued 02/24/2015)	Design	Container	Edible IP
D725,443 (P)	07/23/2013 (Issued 03/31/2015)	Design	Cutter	Edible IP
D717,129 (P)	07/23/2013 (Issued 11/11/2014)	Design	Skewer	Edible IP
D728,323 (P)	08/03/2013 (Issued 05/05/2015)	Design	Cutter	Edible IP
D725,973 (P)	08/03/2013 (Issued 04/07/2015)	Design	Cutter	Edible IP
D725,973 (P)	08/03/2013 (Issued 04/07/2015)	Design	Cutter	Edible IP

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PATENT NUMBER (P) (IF ISSUED) OR SERIAL NUMBER (S) (IF NOT YET ISSUED)	FILING DATE	TYPE OF PATENT	TITLE	CURRENT OWNER / APPLICANT
D725,444 (P)	08/03/2013 (Issued 03/31/2015)	Design	Cutter	Edible IP
D757,394 (P)	04/06/2014 (Issued 05/31/2016)	Design	Fruit Arrangement Design	Edible IP
D770,911 (P)	08/08/2014 (Issued 11/08/2016)	Design	Packaging Berry Box	Edible IP
D799,911 (P)	02/08/2013 (Issued 10/17/2017)	Design	Fruit Cutter	Edible IP
D808,824 (P)	08/04/2016 (Issued 01/30/2018)	Utility	Shareable Apple Box	Edible IP
D825,377 (P)	03/02/2017 (Issued 08/14/2018)	Design	Shareable Apple Box	Edible IP
D809,740 (P)	12/01/2016 (Issued 02/13/2018)	Design	Confection	Edible IP
D848,266 (P)	02/05/2018 (Issued 05/14/2019)	Design	Customizable Container	Edible IP
D850,055 (P)	03/16/2018 (Issued 06/04/2019)	Design	Chick Cake	Edible IP
D853,712 (P)	02/23/2018 (Issued 07/16/2019)	Design	Window Box with Handles	Edible IP
D855,933 (P)	02/27/2018 (Issued 08/13/2019)	Design	Drip Cake	Edible IP
D857,331 (P)	11/22/2017 (Issued 08/27/2019)	Design	Apple Donuts with Coatings	Edible IP
D859,780 (P)	12/01/2016 (Issued 09/17/2019)	Design	Mocktail Fruit Arrangement	Edible IP
D869,951 (P)	05/13/2019 (Issued 12/17/2019)	Design	Customizable Container	Edible IP
D897,162 (P)	08/04/2016 (Issued 09/29/2020)	Design	Shareable Apple Container	Edible IP

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PATENT NUMBER (P) (IF ISSUED) OR SERIAL NUMBER (S) (IF NOT YET ISSUED)	FILING DATE	TYPE OF PATENT	TITLE	CURRENT OWNER / APPLICANT
D903,977 (P)	09/09/2016 (Issued 12/08/2020)	Design	Edible Cakes	Edible IP
10,266,337 (P)	01/30/2017 (Issued 04/23/2019)	Design	Martini Glass Container	Edible IP
),294,017 (P)	08/18/2016 (Issued 05/21/2019)	Utility	Gift Package for Fresh Cut Fruit	Edible IP
10,926,922 (P)	11/27/2019 (Issued 02/23/2021)	Utility	Arrangement Container System	Edible IP
D935,733 (P)	11/16/2021 (Issued 11/16/2021)	Design	Edible Cakes	Edible IP

No other patents or patent applications are material to the franchise. Once issued, patents generally continue for 20 years from the initial filing date.

We and our affiliates claim copyrights in the Operations Manual (containing trade secrets), advertising and marketing materials, production posters, videos, computer software, numerous product arrangements, and similar items used in operating EDIBLE® Businesses. In fact, Edible IP has copyright registrations with the United States Copyright Office for numerous product arrangements. Edible IP intends to renew these copyrights when they expire if they still are relevant to the EDIBLE® system. We and Edible IP have not registered the other copyrighted items with the United States Copyright Office but need not do so at this time to protect them. You may use these items only as we specify while operating your Business (and must stop using them if we so direct you). Edible IP has licensed us to use its copyrights. We describe this license agreement in Item 13.

There currently are no effective adverse material determinations of the USPTO, the United States Copyright Office, or any court regarding the patents or copyrighted materials. Except for our agreement with Edible IP, no agreement limits our right to use or allow others to use the patents or copyrighted materials.

We do not actually know of any infringing uses of our or Edible IP's patents or copyrights that could materially affect your use of the patents or copyrighted materials in any state. We and Edible IP need not protect or defend patents or copyrights, although we intend to do so if in the system's best interests. We and Edible IP may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We and Edible IP need not participate in your defense and/or indemnify you for damages or expenses in a patent or copyright proceeding. We may require you to stop using a patented item in our sole judgment. You must comply with our directions.

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Our Operations Manual and other materials contain our and our affiliates' confidential information (some of which are trade secrets under applicable law). This information includes site selection criteria; training and operations materials and manuals, including proprietary training software; methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge, and experience used in developing and operating EDIBLE® Businesses; marketing and advertising programs for EDIBLE® Businesses; any computer software or similar technology that is proprietary to us or our affiliates, including training software and technology; knowledge of specifications for and suppliers of Operating Assets, products, and supplies; knowledge of the operating results and financial performance of EDIBLE® Businesses other than your Business; and graphic designs and related intellectual property.

Our confidential information also includes the standards, process, information, and technology involved in creating, developing, operating, maintaining, and enhancing the various means by which customer orders are placed with and submitted to the EDIBLE® System, received by the EDIBLE® System, and then referred to franchisees (and, where applicable, other parties) for preparation, fulfillment, and delivery or pick-up. These means include the Franchise System Website, a system-wide call center (i.e., toll-free numbers or their equivalent), "inter-franchise" orders, corporate account or gift programs with dedicated business customers, and co-branding and other collaborative marketing activities with other businesses. These means also include other activities, currently existing or to be developed in the future, intended to generate and/or facilitate the processing, preparation, and fulfillment of customer orders for the EDIBLE® System. All of these customer order solicitation, processing, placement, and referral activities are referred to collectively as the "EDIBLE.COM Program" (formerly known as the "EDIBLE CONNECT PROGRAM" or "EACONNECT Program"). The EDIBLE.COM Program may be administered by us, our affiliates, or unaffiliated third parties as we deem best.

All ideas, concepts, techniques, or materials relating to an EDIBLE® Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be considered our sole and exclusive property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire," you must assign ownership of and all related rights to that item to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use confidential information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure agreements with those having access to and obtaining knowledge of confidential information. We may review and pre-approve the forms of non-disclosure agreements you use—solely to ensure you adequately protect confidential information and the competitiveness of EDIBLE® Businesses—and be third-party beneficiaries of those agreements with independent enforcement rights. Under no circumstances will we control the forms or terms of employment agreements you use with Business employees or otherwise be responsible for your labor relations or employment practices.

You may not, without our express approval, use any recording, video, photographic, or digital devices (audio or video) within the store location while operating the Business that create content that can be uploaded to a website (e.g., YouTube) or electronically, digitally, or otherwise shared with others. Nor may you post or blog comments about the Business or our system other than on an authorized

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Franchise System Website, unless such activities are protected under applicable law. You must follow our System Standards regarding use of social media in operating your Business or that references the Marks ("social media" includes personal blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like "X" (f/k/a Twitter), virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools).

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must at all times faithfully, honestly, and diligently perform your contractual obligations. System Standards may regulate the dress and general appearance of Business employees. However, you have sole responsibility and authority for your labor relations and employment practices, including employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Business employees are under your control at the Business.

Although we recommend it, you (or your managing owner) need not participate personally in the Business's on-site operation. However, you then must hire a full-time on-site manager to handle and supervise the Business's daily operation. Your manager must satisfactorily complete our initial training and be certified. At least one manager must pass the operations proficiency test and receive management certification. Your manager need not have an equity interest in you or the Business but must agree in writing to preserve confidential information to which he or she has access. Your full-time on-site manager must reside in the state where your Store operates. You must notify us of any changes in your on-site manager.

If you are a corporation, limited liability company, or partnership, your owners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every monetary and non-monetary obligation, including the covenant not to compete. This "Guaranty and Assumption of Obligations" is at the end of the Franchise Agreement. We also may require your directors, officers, and other key personnel to agree to comply with the non-monetary obligations in the Franchise Agreement by signing our Principal's Agreement (Exhibit G). A spouse of any of your owners need not sign the Guaranty and Assumption of Obligations unless he or she also is an owner.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all products and perform all services we periodically require for EDIBLE® Businesses. You may not offer or sell any products or perform any services we have not authorized. Our System Standards may regulate, and we periodically may change, required and/or authorized products and services. There are no limits on our right to do so. To the fullest extent allowed by law, we may regulate the maximum, minimum, or other prices you charge for your products and services, including requiring both your participation in system-wide discount programs and promotions and your acceptance of the revenue allocation we negotiate with other businesses in co-branding and other collaborative marketing activities. You may operate your Business only at the locations and/or in the areas we authorize. You must open and operate the Business 7 days a week according to the standard

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operating hours published within the Operations Manual. You must also open on all holidays for the hours provided in the Operating Manual. Failure to open and operate on the days and hours we require may result in a reduction in your Delivery Area, including below the Population Threshold, in addition to the exercise of other remedies, including termination of the Franchise Agreement.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	2.A. of Franchise Agreement 5 of Renewal Rider 4.1 of Netsolace Software License and Maintenance Agreement	Starts on date Franchise Agreement is signed and expires 10 years from first day of lease for Store location. If you are in process of renewing your existing franchise because it soon will expire, the renewal/successor franchise term generally is 10 years depending on what your existing Franchise Agreement says. No specific term for Netsolace Software License and Maintenance Agreement.
b. Renewal or extension of the term	2.B. of Franchise Agreement 5 of Renewal Rider	If you are in good standing and satisfy certain conditions, you may renew for one additional 10-year term. If you are in process of renewing your existing franchise because it soon will expire, you generally do not have further renewal rights when the renewal term ends because your original Franchise Agreement committed us to only one 10-year renewal term.
c. Requirements for franchisee to renew or extend	2.B. of Franchise Agreement 5 of Renewal Rider	Your renewal right permits you to renew your franchise after the initial term of your Franchise Agreement expires. However, to remain a franchisee, you must meet all required conditions to renewal, including signing our then-current form of Franchise Agreement, which may be materially different than your current form of Franchise

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PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		Agreement. Other conditions are: give us advance written notice; if required by us, remodel the business to our then-current brand image for new Edible® Businesses or relocate the Edible® Business; not be in default; be in compliance with all system requirements; satisfy all monetary obligations to us and suppliers; sign general release (if state law allows); and pay a $5,000 renewal fee. Terms of the new Franchise Agreement you sign for renewal franchise may differ materially from any and all of those contained in your original Franchise Agreement, including higher fees, revised standards, and a modified or reduced population base for (or other description of) the Delivery Area.
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	We may not terminate Franchise Agreement without cause.
f. Termination by franchisor with cause	18.A. of Franchise Agreement 4 of Netsolace Software License and Maintenance Agreement	We may terminate only if you or your owners are in default. Netsolace may terminate only if you commit one of several violations.
g. "Cause" defined — curable defaults	17.A. of Franchise Agreement 4.2.1 of Netsolace Software License and Maintenance Agreement	You have 30 days to cure certain defaults, including failure to comply with an obligation or System Standard, unless otherwise set forth in Section 17 with a different cure period, failure to maintain proper insurance, or failure to initiate and complete required maintenance. You have 10 days to cure certain defaults, including monetary defaults to us, our affiliates, or third-party vendors or landlords; failure to obtain our approval of advertising materials; failure to offer

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PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		all products and services we require; or failure to complete training. You have 10 days to cure monetary defaults under Netsolace Software License and Maintenance Agreement.
h. "Cause" defined — non-curable defaults	17B. of Franchise Agreement 4 of Netsolace Software License and Maintenance Agreement	Non-curable defaults under Franchise Agreement include failure to select a site for your store within 90 days after signing the Franchise Agreement; failure to open the Business within 180 days after selecting your site; failure to complete training; abandonment; unapproved transfers, closures, relocations, or sale of franchise; material misrepresentations or omissions; conviction of or guilty plea to a felony; dishonest, unethical, or discriminatory conduct; unauthorized use or disclosure of Operations Manual or other confidential information; failure to pay taxes; understating Gross Sales; repeated defaults (even if cured); failure to report within 5 days any notice from a government agency regarding a health, safety, or sanitation matter involving the Business; an assignment for the benefit of creditors; appointment of a trustee or receiver; loss of right to possess store location due to your lease default; and violation of anti-terrorism laws. Non-curable defaults under Netsolace Software License and Maintenance Agreement include material breach and bankruptcy.

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PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
i. Franchisee's obligations on termination/ nonrenewal	19 of Franchise Agreement	Obligations include paying outstanding amounts; complete de-identification; assigning telephone and other numbers and directory listings; returning to us at your cost, or making available to us for pick-up, all items branded with the Marks and Proprietary Equipment; and returning confidential information (also see (o) and (r) below).
j. Assignment of contract by franchisor	16.B. of Franchise Agreement	No restriction on our right to assign; we may assign without your approval.
k. "Transfer" by franchisee — defined	16.A. of Franchise Agreement 10.3 of Netsolace Software License and Maintenance Agreement	Includes transfer of Franchise Agreement, sale of Business's assets, and ownership change in you or your owners (as well as transfer of Netsolace Software License and Maintenance Agreement).
l. Franchisor approval of transfer by franchisee	16.C. of Franchise Agreement 10.3 of Netsolace Software License and Maintenance Agreement	No transfer without our (and Netsolace's) prior written consent.
m. Conditions for franchisor approval of transfer	16.D. of Franchise Agreement	New franchisee meets all qualifications and standards; you pay us, our affiliates, and third party vendors all amounts due and submit all required reports; no material default during 60 days before transfer request or during period between request and transfer's proposed effective date; new franchisee (and its owners and affiliates) are not in a competitive business; training completed; assignment or sublease of store location to new franchisee; at our direction, you or transferee signs our then-current Franchise Agreement and other documents, any and all terms of which may differ materially from those in your Franchise Agreement, including a modified or reduced population base for (or other description of) the Delivery Area (although Royalty and Marketing Fee

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PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		contributions will remain the same for what would have been balance of your contract term); transfer fee paid; franchise resale assistance fee paid (if applicable); relocation assistance and marketing fee paid; we approve purchase price and payment terms; you subordinate amounts due to you; you or, at our option, transferee makes improvements, upgrades, and updates in Business that we require; you de-identify; transfer does not violate any law; and you sign release (if state law allows) (also see (r) below).
n. Franchisor's right of first refusal to acquire franchisee's business	16.H. of Franchise Agreement	We may match any offer for your Business or an ownership interest in you.
o. Franchisor's option to purchase franchisee's business	19.K. of Franchise Agreement	We may buy the Business's equipment, supplies, and other assets at rates being offered to other buyers and/or fair market value (whichever is lower), and receive lease assignment, after Agreement is terminated or expires (without renewal).
p. Death or disability of franchisee	16.G. of Franchise Agreement	Assignment of franchise or an ownership interest in you to approved party within 9 months; we may manage Business at your cost or close location if there is no qualified manager.
q. Non-competition covenants during the term of the franchise	15.B. of Franchise Agreement	Subject to applicable state law, no diverting business; no ownership interest in, or performing services for, competitive business anywhere ("competitive business" means business in which fresh flowers; fresh fruit that is cut into flower or other shapes and arranged in containers as floral designs; or fruit dipped in chocolate or other consumable toppings is a primary item prepared and/or sold by that business or any gifting business featuring treats such as cupcakes, cookies, donuts, or other baked goods).

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PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
r. Non-competition covenants after the franchise is terminated or expires	15.C. of Franchise Agreement	Subject to applicable state law, no direct or indirect ownership interest in, or performing services for, competing business for 2 years at former franchised store's location, within 5 miles of that location, within 5 miles of store location of any other EDIBLE Business that was operational on your Franchise Agreement's effective date and is still in business when your Franchise Agreement ends, or within 5 miles of any other EDIBLE Business that was operational on later of date your Franchise Agreement ends or you comply (same restrictions apply after transfer).
s. Modification of the agreement	21.D. of Franchise Agreement	No modifications except in writing, but we may change Operations Manual and System Standards.
t. Integration/merger clause	20.Q. of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	20.B. and 20.C. of Franchise Agreement	We and you must first mediate, and then arbitrate, all disputes at location within 10 miles of our principal business address at the time the dispute arises and the arbitration demand is filed (it currently is in Atlanta, Georgia).
v. Choice of forum	20.E. of Franchise Agreement	Subject to arbitration requirement, litigation generally must be in courts closest to where we have our principal business address at the time the action is commenced (it currently is in Atlanta, Georgia) (subject to applicable state law).
w. Choice of law	20.D. of Franchise Agreement 10.8 of Netsolace Software License and Maintenance Agreement	Except for Federal Arbitration Act and other federal law, Georgia law governs (subject to applicable state law).

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ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

This historical financial performance representation discloses the average and median gross sales during 2025 of all franchised EDIBLE® Businesses in the United States that were open and operating for one year or longer as of December 31, 2025 and operated during the entire 2025 calendar year. It is divided among:

1. Businesses that were open and operating for more than 3 years as of December 31, 2025;

2. Businesses that were open and operating for at least 2 years, but less than 3 years, as of December 31, 2025; and

3. Businesses that were open and operating for at least 1 year, but less than 2 years, as of December 31, 2025.

This financial performance representation does not include 3 franchised Businesses that were not open for at least one year as of December 31, 2025. The 3 excluded franchised Businesses are in Gardena, California, Manhattan Beach, California, and Kissimmee, Florida. It also does not include 88 franchised Businesses (all of which had been operational for at least one year) that permanently closed sometime during 2025, regardless of how long those Businesses operated during 2025.

This financial performance representation excludes 6 Businesses that were franchised Businesses at the beginning of 2025 but were reacquired by our affiliate during 2025 and therefore were not franchised EDIBLE® Businesses during all of 2025. Those 6 excluded Businesses are located in North Haven, Connecticut, Decatur, Georgia, Atlanta, Georgia, Lenexa, Kansas, Austin, Texas, and Lubbock, Texas

The main portion of this financial performance representation also excludes 3 franchised Businesses that did not operate during all of 2025 due to temporary closures. The 3 excluded franchised Businesses are in Tacoma, Washington, Clarksville, Tennessee, and Orlando, Florida.

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However, the 2025 financial performance of those 3 temporarily closed franchised Businesses appears separately after the main financial performance representation.

No Businesses operating outside the United States are included in this financial performance representation.

The figures below do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your EDIBLE® Business. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

As of December 31, 2025, there were 582 franchised Businesses in the United States that had operated both for at least one full year as well as during the entire 2025 calendar year. There was 1 Franchise Agreement signed as of December 31, 2025, for a Business to be operated in the United States that was not yet open as of that date.

Of the 582 franchised Businesses that were open for at least one full year as of December 31, 2025, and operated during the entire 2025 calendar year, there were a total of 579 Businesses in the United States that were open and operating for more than three years as of December 31, 2025. They were located in Alabama (3), Arizona (7), Arkansas (1), California (50), Colorado (8), Connecticut (23), Delaware (4), District of Columbia (1), Florida (46), Georgia (31), Hawaii (2), Illinois (29), Indiana (5), Iowa (1), Kansas (1), Kentucky (1), Louisiana (7), Maryland (22), Massachusetts (24), Michigan (17), Minnesota (4), Mississippi (1), Missouri (6), Nebraska (1), Nevada (5), New Hampshire (2), New Jersey (43), New Mexico (2), New York (67), North Carolina (16), Ohio (14), Oklahoma (2), Pennsylvania (32), Puerto Rico (2), Rhode Island (3), South Carolina (12), Tennessee (6), Texas (43), Utah (1), Vermont (1), Virginia (26), Washington (2), West Virginia (1), and Wisconsin (4).

There were a total of 2 franchised Businesses in the United States that were open and operating for at least 2 years, but less than 3 years, as of December 31, 2025. They were located in Nebraska and Oregon.

There was 1 franchised Business in the United States that was open and operating for at least 1 year, but less than 2 years, as of December 31, 2025. It was located in Texas.

Consequently, 582 franchised Businesses (out of 588 franchised Businesses in operation as of December 31, 2025) are included in the main portion of this financial performance representation.

[Table begins on next page]

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EDIBLE® FRANCHISED BUSINESSES
AVERAGE, MEDIAN, AND HIGH/LOW GROSS SALES FOR FISCAL YEAR
ENDING DECEMBER 31, 2025

	Businesses Open 3 or More Years	Businesses Open At Least 2 Years But Less Than 3 Years	Businesses Open At Least 1 Year But Less Than 2 Years
Average Gross Sales*	$528,628	$546,470	$138,601
Number of Businesses	579	2	1
Number Above Average	254	1	0
% Above Average	44%	50%	0
Median Gross Sales	$497,229	$546,470	$138,601
Highest Gross Sales	$1,307,604	$695,648	$138,601
Lowest Gross Sales	$98,212	$397,293	$138,601
Average Number of Months Businesses Were Open as of 12/31/2025	204	34	18
Median Number of Months Businesses Were Open as of 12/31/2025	220	34	18

* "Gross Sales" are defined as gross receipts net of sales tax. All of the Businesses reflected above are virtually identical to the type of Business you will operate if you acquire an EDIBLE® franchise and sell the same products and services.

The 3 temporarily closed franchised Businesses referenced earlier in this Item 19—in Tacoma, Washington, Clarksville, Tennessee, and Orlando, Florida—were closed, respectively, from May 29, 2025, to July 6, 2025, from September 10, 2025, to December 7, 2025, and from May 5, 2025, to December 1, 2025. All have been in operation for more than 3 years. Their average and median gross sales information is as follows:

	3 Franchised Businesses Open 3 or More Years but Temporarily Closed During 2025
Average Gross Sales	$391,696
Number of Businesses	3
Number Above Average	2

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	3 Franchised Businesses Open 3 or More Years but Temporarily Closed During 2025
% Above Average	67%
Median Gross Sales	$409,582
Highest Gross Sales	$442,037
Lowest Gross Sales	$323,468
Average Number of Months Businesses Were Open as of 12/31/2025	179
Median Number of Months Businesses Were Open as of 12/31/2025	172

Some EDIBLE® Businesses have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Written substantiation of all financial performance information presented in this financial performance representation will be made available to you upon reasonable request. Our management prepared this financial performance representation based on information provided by our franchisees but did not independently audit that information.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives tomake any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any otherfinancial performance information or projections of your future income, you should report it to the franchisor's management by contacting Doug Knox, Edible Arrangements, LLC, 10 Glenlake Parkway, Suite 300, Atlanta, Georgia 30328, (678) 992-2293, the Federal Trade Commission, and the appropriate state regulatory agencies.

[Item 20 begins on next page]

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31 in each year. The "Company-Owned" outlets referenced in tables 1 and 4 below are owned by our affiliates.

Table No. 1

Systemwide Outlet Summary
For years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	860	791	-69
	2024	791	679	-112
	2025	679	588	-91
Company- Owned	2023	8	1	-7
	2024	1	5	+4
	2025	5	11	+6
Total Outlets	2023	868	792	-76
	2024	792	684	-108
	2025	684	599	-85

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
California	2023	4
	2024	3
	2025	6

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Column 1 State	Column 2 Year	Column 3 Number of Transfers
Colorado	2023	1
	2024	0
	2025	0
Connecticut	2023	1
	2024	0
	2025	1
Florida	2023	6
	2024	2
	2025	3
Georgia	2023	3
	2024	2
	2025	0
Illinois	2023	5
	2024	1
	2025	2
Indiana	2023	0
	2024	0
	2025	1
Iowa	2023	0
	2024	1
	2025	0
Kansas	2023	1
	2024	1
	2025	0
Kentucky	2023	0
	2024	0
	2025	0
Louisiana	2023	1
	2024	2
	2025	0
Maryland	2023	3
	2024	1
	2025	0

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Column 1 State	Column 2 Year	Column 3 Number of Transfers
Massachusetts	2023	1
	2024	5
	2025	3
Michigan	2023	1
	2024	1
	2025	0
Minnesota	2023	2
	2024	0
	2025	0
Mississippi	2023	0
	2024	0
	2025	1
Nevada	2023	0
	2024	0
	2025	2
New Hampshire	2023	0
	2024	1
	2025	0
New Jersey	2023	1
	2024	2
	2025	3
New Mexico	2023	0
	2024	0
	2025	1
New York	2023	8
	2024	7
	2025	7
North Carolina	2023	2
	2024	1
	2025	0

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Column 1 State	Column 2 Year	Column 3 Number of Transfers
Ohio	2023	4
	2024	1
	2025	2
Pennsylvania	2023	2
	2024	2
	2025	2
Rhode Island	2023	0
	2024	0
	2025	1
South Carolina	2023	2
	2024	1
	2025	0
Tennessee	2023	6
	2024	0
	2025	1
Texas	2023	4
	2024	1
	2025	1
Virginia	2023	1
	2024	2
	2025	0
West Virginia	2023	1
	2024	0
	2025	0
Total	2023	60
	2024	37
	2025	37

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Table No. 3

Status of Franchised Outlets
For years 2023 to 2025

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2023	6	1	1	1	0	0	5
	2024	5	0	1	1	0	0	3
	2025	3	0	0	0	0	0	3
Arizona	2023	16	0	3	0	0	0	13
	2024	13	0	2	0	0	0	11
	2025	11	0	3	1	0	0	7
Arkansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	1	0	0	1
	2025	1	0	0	0	0	0	1
California	2023	86	0	11	1	0	3	71
	2024	71	0	9	1	0	0	61
	2025	61	2	6	5	0	0	52
Colorado	2023	9	0	0	0	0	0	9
	2024	9	0	1	0	0	0	8
	2025	8	0	0	0	0	0	8
Connecticut	2023	32	0	0	0	0	0	32
	2024	32	0	3	0	0	0	29
	2025	29	0	3	2	1	0	23
Delaware	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	1	0	0	0	4
District of Columbia	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
Florida	2023	71	0	5	1	1	0	64
	2024	64	0	8	2	0	0	54
	2025	54	1	5	2	0	0	48
Georgia	2023	37	0	2	0	0	0	35
	2024	35	1	1	0	1	0	34
	2025	34	0	1	0	2	0	31
Hawaii	2023	4	0	1	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	1	0	0	0	2
Idaho	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Illinois	2023	38	0	1	0	0	0	37
	2024	37	0	4	1	0	0	32
	2025	32	0	2	1	0	0	29
Indiana	2023	9	0	1	0	0	0	8
	2024	8	0	3	0	0	0	5
	2025	5	0	0	0	0	0	5
Iowa	2023	4	0	2	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	1	0	0	0	1
Kansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	1	0	1
Kentucky	2023	4	0	0	1	0	0	3
	2024	3	0	2	0	0	0	1
	2025	1	0	0	0	0	0	1
Louisiana	2023	8	0	0	0	0	0	8
	2024	8	0	0	1	0	0	7
	2025	7	0	0	0	0	0	7

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
Maine	2023	2	0	1	0	0	0	1
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0
Maryland	2023	29	0	1	0	0	0	28
	2024	28	0	0	1	0	0	27
	2025	27	0	2	3	0	0	22
Massachusetts	2023	33	0	3	0	0	0	30
	2024	30	0	1	0	0	0	29
	2025	29	0	5	0	0	0	24
Michigan	2023	26	0	1	1	0	1	23
	2024	23	0	3	1	0	0	19
	2025	19	0	1	1	0	0	17
Minnesota	2023	8	0	0	0	0	0	8
	2024	8	0	3	0	0	0	5
	2025	5	0	0	1	0	0	4
Mississippi	2023	5	0	1	1	0	0	3
	2024	3	0	1	1	0	0	1
	2025	1	0	0	0	0	0	1
Missouri	2023	10	0	0	1	0	0	9
	2024	9	0	0	3	0	0	6
	2025	6	0	0	0	0	0	6
Nebraska	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Nevada	2023	9	0	0	0	0	0	9
	2024	9	0	0	1	0	0	8
	2025	8	0	1	2	0	0	5
New Hampshire	2023	3	0	1	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
New Jersey	2023	54	0	2	0	0	0	52
	2024	52	0	4	0	0	0	48
	2025	48	0	2	3	0	0	43
New Mexico	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New York	2023	81	0	2	0	0	0	79
	2024	79	0	6	2	0	0	71
	2025	71	0	2	2	0	0	67
North Carolina	2023	25	0	1	0	0	0	24
	2024	24	0	3	1	0	0	20
	2025	20	0	2	2	0	0	16
North Dakota	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Ohio	2023	19	0	0	1	0	0	18
	2024	18	0	2	2	0	0	14
	2025	14	0	0	0	0	0	14
Oklahoma	2023	6	0	0	1	0	0	5
	2024	5	0	3	0	0	0	2
	2025	2	0	0	0	0	0	2
Oregon	2023	1	1	0	0	0	0	2
	2024	2	0	1	0	0	0	1
	2025	1	0	0	0	0	0	1

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
Pennsylvania	2023	43	0	1	1	0	0	41
	2024	41	0	1	2	0	0	38
	2025	38	0	6	0	0	0	32
Puerto Rico	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Rhode Island	2023	5	0	0	1	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	1	0	0	3
South Carolina	2023	15	0	0	0	0	1	14
	2024	14	0	0	0	0	0	14
	2025	14	0	1	1	0	0	12
Tennessee	2023	12	0	0	0	0	0	12
	2024	12	0	0	0	0	0	12
	2025	12	0	4	1	0	0	7
Texas	2023	77	0	4	0	0	2	71
	2024	71	1	20	0	0	0	52
	2025	52	0	4	2	2	0	44
Utah	2023	4	0	1	0	0	1	2
	2024	2	0	1	0	0	0	1
	2025	1	0	0	0	0	0	1
Vermont	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Virginia	2023	38	0	1	1	0	2	34
	2024	34	0	4	1	0	0	29
	2025	29	0	2	1	0	0	26
Washington	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
West Virginia	2023	4	0	0	0	0	0	4
	2024	4	0	1	0	0	0	3
	2025	3	0	2	0	0	0	1
Wisconsin	2023	5	0	0	0	0	0	5
	2024	5	0	1	0	0	0	4
	2025	4	0	0	0	0	0	4
Totals	2023	860	3	49	12	2	10	791
	2024	791	2	90	22	2	0	679
	2025	679	3	57	31	6	0	588

Table No. 4

Status of Company-Owned Outlets
For years 2023 to 2025

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
Connecticut	2023	3	0	0	2	1	0
	2024	0	0	0	0	0	0
	2025	0	0	1	0	0	1
Florida	2023	3	0	0	2	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Georgia	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
	2025	1	1	2	1	0	3

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
Idaho	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
	2025	1	0	0	0	0	1
Kansas	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	1	0	0	1
Texas	2023	0	0	0	0	0	0
	2024	0	0	3	0	0	3
	2025	3	0	2	0	0	5
Utah	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
	2025	0	0	0	0	0	0
West Virginia	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	2023	8	0	0	4	3	1
	2024	1	0	5	1	0	5
	2025	5	1	6	1	0	11

Table No. 5

Projected Openings as of December 31, 2025

Column 1 State	Column 2 Franchise Agreements Signed But Businesses Not Open	Column 3 Projected New Franchised Businesses in the Next Fiscal Year	Column 4 Projected New Company-Owned Businesses in the Next Fiscal Year
Florida	1	1	0
Total	1	1	0

Exhibit E has lists of: (1) the names, addresses, and telephone numbers of all operating EDIBLE

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ARRANGEMENTS® Business franchisees as of December 31, 2025; (2) the names and contact information of all EDIBLE ARRANGEMENTS® Business franchisees with signed Franchise Agreements whose Businesses were not yet open as of December 31, 2025; and (3) the names, city and state, and current business telephone numbers (or, if unknown, the last known home telephone numbers) of the franchisees whose Businesses were transferred, terminated, canceled, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement (including as a result of transfer), since January 1, 2025, or who have not communicated with us within 10 weeks of this disclosure document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Franchisees signed confidentiality clauses during our last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the EDIBLE ARRANGEMENTS® system. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations associated with the EDIBLE ARRANGEMENTS® system.

ITEM 21
FINANCIAL STATEMENTS

Exhibit C contains our audited financial statements for the fiscal years ended December 31, 2025, December 31, 2024, and December 31, 2023, our unaudited balance sheet as of April 30, 2026, and our unaudited income statement for the year-to-date fiscal period ending April 30, 2026.

ITEM 22
CONTRACTS

Our Franchise Agreement is Exhibit B; the State Riders to our Franchise Agreement are Exhibit F; our Principal's Agreement is Exhibit G; our Franchisee Disclosure Questionnaire is Exhibit H; the Netsolace, LLC Software License and Maintenance Agreement is Exhibit I; our form of General Release is Exhibit J; and our Renewal Riders to Franchise Agreement are Exhibit K.

ITEM 23
RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located in Exhibit L to this disclosure document.

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EXHIBIT A

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

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STATE AGENCIES/AGENTS
FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Website: www.dfpi.ca.gov
Email: ask.DFPI@dfpi.ca.gov

(for service of process)
Commissioner of Department of Financial Protection & Innovation

(state franchise administrator)
Department of Financial Protection & Innovation

Toll Free: 1 (866) 275-2677

Los Angeles
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento
651 Bannon Street, Suite 300
Sacramento, California 95811
(916) 327-7585

San Diego
1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 525-4233

San Francisco
One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

HAWAII

(for service of process)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62701
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Department of Attorney General
Corporate Oversight Division
525 W. Ottawa Street
G. Mennen Williams Building, 5th Floor
Lansing, Michigan 48913
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236

NORTH DAKOTA

(for service of process)

Insurance Commissioner
North Dakota Insurance & Securities
Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
(701) 328-2910

(state agency)

North Dakota Insurance & Securities
Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Director
Securities Division
Department of Financial Institutions
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Securities Division
Department of Financial Institutions
P. O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

EXHIBIT B

FRANCHISE AGREEMENT

©2026 EDIBLE ARRANGEMENTS, LLC

FRANCHISE AGREEMENT

BETWEEN

EDIBLE ARRANGEMENTS, LLC

(A Delaware Limited Liability Company)

and

_____

_____

Phone Number: (_____) _____-_____

Fax Number: (_____) _____-_____

Date: _____

Agreement Number: _____

Store Number: _____

TABLE OF CONTENTS

PAGE

1. GRANT OF FRANCHISE 1

A. Grant of Franchise 1
B. Store Location. 2
C. Delivery Area. 2
D. Reservation of Rights. 2

2. TERM AND RENEWAL 3

A. Initial Term. 3
B. Renewal Rights. 3
C. Non-Renewal. 4
D. Effect of Non-Renewal or Expiration. 4

3. DEVELOPMENT AND OPENING 4

A. Site Selection. 4
B. Development of Store. 6
C. Failure to Gain EA's Approval to Open. 7
D. Grand Opening Advertising and Marketing. 8
E. No Representation or Warranty. 8
F. Security Agreement. 8

4. OPERATION OF FRANCHISED BUSINESS 8

A. Location. 8
B. Compliance with System. 9
C. Approved Suppliers, Manufacturers, and Distributors. 11
D. Compliance with System Modifications 12
E. Reasonable Deviations from System Standards. 12
F. Compliance with Laws. 13
G. No Lien on Agreement. 13

5. TECHNOLOGY 13

A. Computer System. 13
B. Email Usage. 14
C. Data Requirements and Usage. 14
D. EDIBLE.COM Program. 14
E. Online Advertising and Presence. 15

6. TRAINING REQUIREMENTS AND ASSISTANCE BY EA 16

A. Online Pretraining Requirements 16
B. Initial Training. 16
C. Multi-Unit Ownership Training Program. 17

TABLE OF CONTENTS

PAGE

D. Ongoing Training. 17
E. Qualifications of Trainees. 17
F. Conventions. 18
G. General Guidance 18
H. Operations Manual. 18

7. PROPRIETARY MARKS 19

A. Grant of License. 19
B. Conditions for Use. 19
C. Acknowledgments. 20
D. Indemnification for Third-Party IP Claims. 20

8. CONFIDENTIAL INFORMATION 21

A. Definition of Confidential Information. 21
B. Franchisee Obligations. 21
C. Exceptions to Confidential Information. 22
D. Franchisee-Developed Concepts. 22

9. FEES 22

A. Franchisee's Initial Franchise Fee. 22
B. Royalty Fees. 23
C. Marketing Fees. 23
D. EDIBLE.COM Program and Other Fees 24
E. EA System Website Fee. 24
F. E-Commerce Platform and Transaction Fee. 24
G. Taxes. 25
H. Grand Opening Marketing Funds. 25
I. Relocation, Marketing and Advertising Program Fee. 25
J. Training Fees. 26
K. Method of Payment of Fees. 26
L. Late Payments. 26
M. Right to Offset. 26

10. ADVERTISING, MARKETING, AND PROMOTION 27

A. Approval of Marketing Materials. 27
B. National Marketing Fund. 27
C. Local Advertising Obligation. 29
D. Area Advertising Cooperative. 29
E. Special Advertising and Promotional Programs. 30

11. ACCOUNTING AND BOOKKEEPING RECORDS 30

A. Records and Reports of the Franchised Business. 30

TABLE OF CONTENTS

PAGE

B. Franchisee's Organization. 31

12. QUALITY CONTROL INSPECTIONS AND AUDITS 32

A. Right to Inspect. 32
B. Customer Evaluations. 32
C. Audit. 32
D. Records Deficiency Fee. 33
E. Non-Compliance Fee. 33

13. INSURANCE 33

A. Overall Coverage Required. 33
B. Required Insurance Policies and Limits. 33
C. Recommended Insurance Coverage. 34
D. Qualified Insurance Carrier 34
E. No Limitations on Coverage. 34
F. Evidence of Coverage. 34
G. EA May Procure Insurance Coverage 35

14. INDEMNIFICATION 35

A. Definition of Losses. 35
B. By Franchisee 35
C. By EA 35
D. Survival. 35

15. COVENANTS 36

A. Definition of Competitive Business. 36
B. In-Term. 36
C. Post-Term. 36
D. Directives. 37
E. Interpretation. 38
F. Tolling. 38
G. Publicly Held Corporations 38
H. Execution of Covenants by Management. 38
I. Covenant as to Anti-Terrorism Laws. 38

16. TRANSFERS 38

A. Definition of Transfer. 38
B. By EA 39
C. EA's Right to Approve Transfers by Franchisee 39
D. Conditions for Approval of Transfer. 40
E. Transfer for the Convenience of Ownership. 42
F. Upon Death or Disability. 43

TABLE OF CONTENTS

PAGE

G. Effect of Consent to Transfer. 44
H. EA's Right of First Refusal. 44
I. EA's Rights Upon Expiration of the First Option Period. 45
J. Effect of EA's Exercise of its Option. 45
K. Public Offerings. 45

17. EVENTS OF DEFAULT 46

A. Events of Default with Opportunity to Cure. 46
B. Events of Default Without Opportunity to Cure. 47
C. Definition. 50
D. No Waiver. 50

18. TERMINATION AND REMEDIES 50

A. Termination and Other Remedies. 50
B. Election of Remedies. 51
C. Prohibition on Franchisee Withholding Payments. 51
D. General Provisions Concerning Default and Termination. 52

19. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION 52

A. Effect of Termination or Expiration. 52
B. Cease Operating. 52
C. Modify the Premises. 52
D. Immediate Payment. 52
E. Liquidated Damages. 52
F. Return of Materials. 53
G. Return of Proprietary Equipment. 53
H. Close Vendor Accounts. 53
I. Cease Identification with EA. 53
J. Evidence of Compliance. 54
K. EA's Purchase and Lease Rights. 54

20. DISPUTE RESOLUTION 56

A. Notice and Opportunity to Cure. 56
B. Mediation. 56
C. Arbitration. 56
D. Governing Law. 58
E. Jurisdiction and Venue. 58
F. Costs and Attorneys' Fees. 58
G. Waiver of Exemplary Damages. 59
H. Waiver of Jury Trial. 59
I. Time Limit on Claims. 59
J. Rights of Parties are Cumulative. 59
K. Private Disputes. 59

TABLE OF CONTENTS

PAGE

21. GENERAL 60

A. Severability. 60
B. Captions. 60
C. Relationship of the Parties. 60
D. Modification and Changes. 60
E. Time is of the Essence. 60
F. No Third-Party Beneficiaries. 61
G. No Waiver. 61
H. No Implied Covenant. 61
I. Commercially Reasonable Standard. 61
J. Written Consent. 61
K. Force Majeure Events. 61
L. No Liability for Acts of Other Party. 61
M. Notice of Legal Proceedings. 62
N. Owner. 62
O. Binding Effect. 62
P. Joint Liability. 62
Q. Entire Agreement; Modification. 62
R. Counterparts. 62
S. Agreement Effective Upon Execution by EA. 63

22. NOTICES AND PAYMENTS 63

A. To Franchisee: 63
B. To EA or its affiliates: 63

23. SPECIAL REPRESENTATIONS 64
24. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES 65

EXHIBIT A — SITE SEARCH AREA
EXHIBIT B — SITE APPROVAL FORM
EXHIBIT C — FRANCHISEE AND ITS OWNERS
EXHIBIT D — CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBER(S)
EXHIBIT E — GUARANTY AND ASSUMPTION OF OBLIGATIONS

EDIBLE® FRANCHISE AGREEMENT

Franchisee(s) Name:_____

Mailing Address:_____

City:_____ State:_____ Zip:_____

Street Address:_____

Agreement Number:_____ Store Number:_____

THIS FRANCHISE AGREEMENT (the "Agreement") is made by and between **EDIBLE ARRANGEMENTS, LLC**, a Delaware limited liability company located at 10 Glenlake Parkway, North Tower, Suite 300, Atlanta, Georgia 30328 ("EA"), and the person(s) or entity listed above (referenced individually or collectively as "Franchisee") to evidence the agreement and understandings between the parties. This Agreement is intended to be effective as of _____ (the "Effective Date"), regardless of the dates of the parties' signatures.

WHEREAS, EA and its affiliates, under the "EDIBLE®" and "EDIBLE ARRANGEMENTS®" trademarks, their various trade names, other related trademarks, logos, and service marks (the "Marks"), have developed policies and procedures (including confidential information) and a distinctive and comprehensive system for the promotion, operation, and identification of businesses operating under the Marks (the "System") that sell fresh fruit arrangements, floral bouquets, desserts, beverages, and a broad assortment of fruit-based and complementary gift items ("EDIBLE® Businesses");

WHEREAS, EA provides a uniform system for the establishment and operation of EDIBLE® Businesses, including sales development programs, sales techniques, training techniques, and other related benefits for Franchisee's use under the Marks;

WHEREAS, EA and its affiliates have a proprietary interest in the Marks and System;

WHEREAS, Franchisee recognizes the benefits to be derived from being identified with and receiving a Franchise from EA; and

WHEREAS, Franchisee desires to obtain a franchise from EA for the right to use the Marks and the System in operating an EDIBLE® Business pursuant to the mandatory methods, specifications, standards, operating procedures, and rules, which EA may develop and change from time to time in its sole and absolute discretion (the "System Standards").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in, and subject to the terms and conditions of, this Agreement, the parties agree as follows:

1. GRANT OF FRANCHISE

A. Grant of Franchise. EA grants to Franchisee the right to develop and operate one EDIBLE® Business (the "Franchised Business") under the terms and conditions set forth in this Agreement, using the Marks and the System pursuant to this Agreement, and at a specific location determined pursuant to this Agreement (the "Store Location").

B. **Store Location.** Franchisee shall have the non-exclusive right to operate (and, if necessary, build out) one EDIBLE® Business store in the zip code identified on Exhibit A to this Agreement ("Site Search Area"). The Store Location shall be located within the Site Search Area. If Franchisee cannot, despite its best efforts, find a suitable location for its Store Location in the Site Search Area, then EA may, in its sole discretion and pursuant to Section 3.A. of this Agreement, amend the Site Search Area upon Franchisee's notification of its inability.

C. **Delivery Area.** During the Term (as defined in Section 2), Franchisee will be granted the non-exclusive right to accept and fulfill orders for delivery to customers and/or recipients located within the Site Search Area and in any additional zip code(s), if any, necessary to provide an area encompassing a working and/or living population of at least 75,000 people ("Population Threshold"), as identified and revised periodically during the Term by EA in its sole discretion (the "Delivery Area"). EA may, but shall not be obligated to, modify, increase, or decrease the Delivery Area at any time, in its sole and absolute discretion, provided however that EA shall not reduce the Delivery Area below the Population Threshold, unless Franchisee is in default as provided for in Sections 17 and 18 herein. Franchisee may not accept or fulfill orders for delivery to customers and/or recipients located outside the Delivery Area without EA's prior written consent which EA may grant, deny, and (if granted) revoke as it deems best. Franchisee agrees and acknowledges that the designated delivery areas of other owners of EDIBLE Business franchises may overlap with the Franchisee's Delivery Area, which shall not be a violation of the terms of this Agreement.

D. **Reservation of Rights.** Notwithstanding the rights granted to Franchisee pursuant to this Agreement, EA retains all other rights and may, among other things, on any terms and conditions EA deems advisable, and without granting Franchisee any rights therein:

(1) engage and/or grant to other franchise owners and third parties the right to engage in any activities EA and its affiliates desire;

(2) establish and operate, or grant third-parties the right to establish and operate, EDIBLE® Business stores at any location including within the Delivery Area and to grant third-parties the right to deliver, ship, or otherwise fulfill customer orders within the Delivery Area;

(3) accept and fulfill orders, or allow other franchise owners and/or third parties to accept and fulfill orders, for any and all products, whether identical or similar to, and/or dissimilar from, the products prepared, offered and/or sold by Franchisee, whether under the Marks or other trademarks and regardless of where prepared or from where shipped, for delivery to customers and/or recipients located within the Delivery Area;

(4) prohibit Franchisee from selling the products and services of the Franchised Business to certain categories of customers if EA and/or its affiliates deem appropriate, including, but not limited to circumstances where such action is prohibited by contractual obligation;

(5) condition Franchisee's right to do business with any customers or accounts on Franchisee's compliance with the terms, including any negotiated or discounted terms that EA and/or its affiliates deem appropriate in EA's or its affiliates' sole discretion; and,

(6) engage in all other activities not expressly prohibited by this Agreement.

As used in this Agreement, the term "affiliate" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling Franchisee or EA. For purposes of determining affiliation, "control" means the power to direct or cause the direction of management and policies.

2. TERM AND RENEWAL

A. Initial Term. This Agreement shall be effective and binding beginning on the Effective Date and shall expire ten (10) years from the first day of the lease for the Store Location (the "Term"). The Term is subject to earlier termination under Section 18. Franchisee agrees to operate the Franchised Business in compliance with this Agreement for the entire Term unless this Agreement is properly terminated under Section 18.

B. Renewal Rights. Franchisee may renew its rights to operate the Franchised Business for one (1) additional successive term of ten (10) years (the "Successor Term"), commencing immediately upon the expiration of the initial Term this Agreement, under the terms and conditions of EA's then current form of franchise agreement as modified to reflect the election of the option to renew, provided that all of the following conditions are fulfilled:

(1) Franchisee gives EA written notice of Franchisee's election to renew its rights for the Successor Term not more than twelve (12) months and not less than nine (9) months before the end of the Term;

(2) Franchisee has, during the entire Term, substantially complied with all the provisions, including all payment obligations, of this Agreement and has not committed an Event of Default as defined in Section 17 herein;

(3) Franchisee agrees, if EA requires in its sole discretion and without regard to any additional cost to Franchisee, to either:

(a) maintains possession of and remodel and refurbish its current store, add or replace improvements and Operating Assets (as defined in Section 3), and otherwise modify the store and Franchised Business as EA requires to comply the System Standards then applicable for new EDIBLE® Businesses; or

(b) if agreeable to EA, secure a new location for the store as EA directs pursuant to its then current process for site selection and in accordance with System Standards then applicable for EDIBLE® Businesses.

Franchisee further agrees that any such remodels, upgrades, or new store development shall be completed, and the Franchised Business must be ready for operation by the expiration date of the initial Term of this Agreement;

(4) Franchisee has satisfied and continues to satisfy all monetary obligations then owed to Franchisee's landlord, EA and any of its subsidiaries, affiliates, and approved suppliers;

(5) Franchisee signs EA's then-current form of Franchise Agreement (the "Successor Franchise Agreement"), which may be materially different from this Agreement (including, without limitation, higher and/or different fees), except that (i) Franchise will not be required to

pay another initial franchise fee, receive another renewal or successor term, nor be required to complete initial training; and (ii) EA shall not be required to perform any of the pre-opening obligations set forth in such Successor Franchise Agreement;

(6) Franchisee pays a renewal fee of five thousand dollars ($5,000), which shall replace any initial franchise fee required by EA at the time of renewal;

(7) Franchisee has complied with EA's then-current qualification and training requirements and pays all then-applicable training fees; and

(8) Franchisee has executed a general release, in a form prescribed by EA, of any and all claims against EA and its parent companies, subsidiaries and other affiliates and all of their respective owners, officers, directors, agents, and employees.

C. Non-Renewal. If Franchisee fails to timely exercise its renewal right or does not deliver to EA all items required for renewal, including the executed Successor Franchise Agreement, the executed Release and renewal fee, within 10 days after EA delivers such documents to Franchisee for execution, then Franchisee will be deemed to have declined to renew its rights to the Franchised Business, and Franchisee's right to renew will expire automatically at the end of the Term.

D. Effect of Non-Renewal or Expiration. Non-renewal or expiration of this Agreement will end the Agreement and Franchisee's right to operate the Franchised Business. Upon non-renewal or expiration of this Agreement, Franchisee must meet all obligations applicable upon termination or expiration, as set forth in Section 19. Notwithstanding the foregoing, at its option, EA may extend Term for the time period necessary to give Franchisee reasonable time to satisfy the conditions to renewal set forth in Section 2.B.

3. DEVELOPMENT AND OPENING

A. Site Selection.

(1) Franchisee's Obligations.

(a) Within ninety (90) days after the Effective Date, Franchisee shall secure (either through purchase or lease) real estate for the Store Location ("Site Selection Deadline"). Any lease for the Store Location shall be in writing and submitted to EA for acceptance in accordance with Section 3.A.(2) of this Agreement. The Store Location and any applicable lease shall:

(i) be suitable for the preparation and sale of all products EA requires and authorizes EDIBLE® Businesses to offer and sell;

(ii) provide for Franchisee's occupancy of and operation of the Franchised Business from the Store Location, at all times during the Term;

(iii) at EA's election and in EA's sole discretion, be negotiated with landlord to include in any lease, either by its terms or in a rider or addendum, provisions EA deems necessary to protect the EDIBLE® and EDIBLE ARRANGEMENTS® brand, including but not limited to provisions

regarding use of the premises, build-out, permitted signage, assignment by Franchisee only to EA or its designee, and other terms as EA may specify;

(iv) at EA's election and in EA's sole discretion, include the execution by the Franchisee and the landlord of a conditional assignment of the lease:

(i) Confirming EA's, or its designee's, right to take possession of the Store Location upon: Franchisee's uncured default under the lease or loss of the right to possess the location; Franchisee's failure to exercise any lease options or Franchisee's decision to exercise lease options through different entities; or expiration or termination of this Agreement;

(ii) Confirming the landlord's willingness to turn over possession of the premises to EA or its designee in such circumstances; and

(iii) Obligating the landlord to notify EA if: Franchisee defaults under the lease; there is any change in the status of the lease between Franchisee and the landlord; Franchisee does not exercise its lease option rights; or, Franchisee seeks to exercise lease options through different entities; and

(b) Franchisee shall sign and accept any lease for a Store Location only upon receiving written acceptance from EA.

(c) Franchisee shall open the Store Location for business at the approved site, no later than one-hundred and eighty (180) days from the date that that EA approves the site ("Opening Deadline") as set forth in the form of Exhibit B to this Agreement.

(2) EA's Site Acceptance and Assistance. EA will:

(a) Use reasonable efforts to assist Franchisee by analyzing Franchisee's Site Search Area to help determine site feasibility, and to assist in designating the Store Location, although site selection will remain Franchisee's sole obligation;

(b) Not unreasonably withhold its acceptance of a site that meets EA's criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and size, appearance, and other physical characteristics; and

(c) Accept or choose not to accept the proposed site within thirty (30) days after receiving Franchisee's written proposal.

(3) No Representation and Warranty. Franchisee acknowledges and agrees that any information, assistance, or acceptance provided by EA in relation to site selection or leasing is not a representation or warranty of any kind, express or implied, of the site's suitability for operation of or guarantee of the performance of the Franchised Business at such location or for any other

purpose. Franchisee acknowledges and agrees that its selection of a location will be based on its own independent investigation of the site's suitability without any reliance upon EA.

B. Development of Store.

(1) Franchisee's Obligations in Developing Store. Franchisee is solely responsible for the development and construction of the Store Location for the Franchised Business, including all costs of such development and construction. Franchisee must open the Franchised Business no later than the Opening Deadline, and must fulfill the following obligations prior to opening the Franchised Business:

(a) secure all financing required to develop and operate the Franchised Business;

(b) install at the store the EDIBLE® standard equipment package, which EA shall prescribe in its sole and absolute discretion;

(c) prepare a site survey and all required construction plans and specifications to suit the location and confirm that these plans and specifications comply with the Americans with Disabilities Act and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions;

(d) submit to EA construction plans and specifications for review before beginning construction at the Store Location and all revised or "as built" plans and specifications during construction;

(e) select and submit to EA for approval all architects and contractors Franchisee intends to hire to construct and develop the Store location (although EA reserves the right to designate the architects and contractors Franchisee must use);

(f) hire and supervise all architects and contractors, and only those architects and contractors, approved (or designated) by EA and any other subcontractors and other professionals Franchisee deems necessary to construct, develop, and maintain the store location;

(g) ensure that sufficient insurance coverage is in place during the construction process;

(h) obtain all required building, zoning, occupational, utility, sign, health, sanitation, business, and other permits and licenses;

(i) construct all required improvements to the location and decorate the location according to approved plans and specifications;

(j) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services and provide evidence of such as required by EA;

(k) obtain all necessary insurance, including, but not limited to the insurance required by this Agreement and provide evidence of such to EA;

(l) purchase or lease, and install specified computer hardware (including laptops and tablets) and software, including an integrated computer-based point-of-sale system (the "Computer System") and ensure the Computer System is fully operational and compliant with the System Standards;

(m) purchase or lease, and install, all and only those fixtures, furniture, equipment (including fruit cutting and other fruit preparation equipment, credit card merchant and gift card equipment, computer with high-speed Internet connection and related software, facsimile machine, point-of-sale information system, components of the Computer System), inventory (including without limitation food and beverage products, paper products, and office supplies), furnishings, vehicles, signs, and other products necessary to the operation of the Franchised Business (collectively, the "Operating Assets") that EA has designated or approved for EDIBLE® Businesses as meeting its System standards;

(n) purchase an opening inventory of authorized and approved products, materials, and supplies to operate the Franchised Business, consistent with the System Standards;

(o) notify EA of any liens, UCC-1 Financing Statements or security agreements entered into by the Franchisee (or its officers, directors or principals) that relate to the Computer System, Operating Assets, or other intangibles related to the Franchised Business;

(p) notify EA at least thirty (30) days before Franchisee intends to open the Franchised Business to the public; and

(q) obtain EA's written approval to open the Franchised Business.

Items (a) – (p) above shall be collectively referred to as the "Opening Conditions."

(2) EA's Approval and Assistance. EA will:

(a) give Franchisee mandatory and suggested specifications and layouts for the Store Location;

(b) review Franchisee's construction and design plans for compliance with EA's design requirements;

(c) at EA's election, inspect the Store Location while Franchisee is developing the Franchised Business at the location; and,

(d) provide written approval to open the Franchised Business, upon Franchisee's notice to EA and EA's determination that Franchisee has satisfactorily completed of all the Opening Conditions.

Any plans, review, or approval provided by EA shall only be related to the Store Location's compliance with the System at the time of development.

C. Failure to Gain EA's Approval to Open. Franchisee agrees not to commence operation of the Franchised Business until EA notifies Franchisee in writing that the Franchised Business meets EA's

standards and specifications. If Franchisee commences operation of the Franchised Business before EA notifies Franchisee in writing of its approval, Franchisee will be in default of this Agreement, and EA may, among EA's other default remedies set forth in Section 17, require Franchisee to pay EA two hundred dollars ($200) for each day the Franchised Business operates without EA's approval.

D. Grand Opening Advertising and Marketing. Franchisee agrees, during the timeframe EA deems appropriate, to:

(1) conduct a grand opening marketing and advertising program for the Franchised Business according to EA's guidelines for such program;

(2) spend a minimum of five thousand dollars ($5,000) for such a program ("Grand Opening Marketing Funds"), which at EA's request, Franchisee shall pay directly to EA in the amount EA specifies, which EA then will spend on Franchisee's behalf; and

(3) provide to EA all records and evidence of Franchisee's compliance with this Section 3.E. that EA requires.

E. No Representation or Warranty. EA's provision of specifications, approval of design or construction plans, or approval to open the Franchised Business shall not be deemed a representation or warranty, express or implied, that the Franchised Business complies with any engineering, licensing, environmental, labor, employment, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations, including but not limited to the American's with Disabilities Act or other similar provision. Such provision, acceptance, or approval shall also not be construed as a waiver of EA's right to require continuing compliance with its requirements, standards, and policies.

F. Security Agreement. In order to secure Franchisee's prompt performance of the obligations of this Agreement and as an inducement to EA to enter into this Agreement with Franchisee, Franchisee grants to EA and EA takes a first priority security interest in all of Franchisee's Operating Assets and all of Franchisee's other assets, including without limitation, all present and after-acquired inventory, furniture, fixtures, and equipment wherever located, accounts, deposit accounts, chattel paper, instruments, contract rights (including Franchisee's right under this Agreement) and general intangibles, including payment intangibles, and all proceeds and products thereof, including insurance proceeds. By execution of this Agreement, Franchisee authorizes EA to file a copy of any UCC-1 Financing Statement(s) and any other document that may be necessary to perfect, attach or continue EA's security interest in the Operating Assets and all other assets provided in Section 3.B with or without Franchisee's signature. In its sole discretion, EA shall have the right to reject any request from Franchisee's lender to enter into a subordination and/or inter-creditor agreement. To the extent Franchisee assigns or sells its receivables, future receivables, payment intangibles, or accounts (as those terms are defined by the Uniform Commercial Code), EA and its affiliates shall have no duty whatsoever to discharge any related purported payment obligations to a person or entity other than Franchisee.

4. OPERATION OF FRANCHISED BUSINESS

A. Location. Franchisee may operate the Franchised Business and service customers only at the Store Location and within the Delivery Area (unless EA agrees otherwise in writing).

B. Compliance with System. Franchisee acknowledges and agrees that every detail of the Franchised Business, including without limitation the uniformity of appearance, service, products and advertising of the Franchised Business is important to Franchisee, EA, the System and EA's other franchisees, in order to maintain the System's high and uniform operating standards, to increase demand for the products and services, and to protect EA's reputation and goodwill. Franchisee must operate the Franchised Business in conformity with the System Standards. Pursuant to this ongoing responsibility, Franchisee agrees:

(1) To sell all and only the products and services required by EA, utilizing only the method and manner that EA prescribes, and to discontinue selling any such products or services as EA may disapprove in writing at any time;

(2) To comply with all EA approved procedures and techniques regarding shipment and delivery, including, without limitation, the acceptance and fulfillment of orders made pursuant to the EDIBLE.COM Program (defined in Section 5.D below) and making deliveries to customers only in vehicles EA approves;

(3) To operate the Franchised Business seven (7) days a week for the required hours of operation which EA shall set and may change from time to time in its sole and absolute discretion, unless otherwise agreed to by EA;

(4) To maintain in sufficient supply the inventory of authorized and approved products, materials, and supplies necessary to operate Franchised Business;

(5) To lease, purchase, install or otherwise obtain any and all Operating Assets EA may require from time to time, for the appropriate handling, preparation, presentation, selling, and delivery or shipment of any products and services to customers;

(6) To employ sufficient staff to operate the Franchised Business at all times and maintain the dress and appearance of employees (all other matters pertaining to employment are suggestions or recommendations only);

(7) To place or display at the Store Location (interior and exterior), and on all delivery vehicles, only the signs, emblems, lettering, logos, and display materials that EA approves from time to time;

(8) To use only signs, posters, advertising pieces, lighting, storefront fixtures, displays, labels, forms, other paper products imprinted with the Marks and color, and similar items, as prescribed from time to time by EA in the operation of the Franchised Business;

(9) To handle any customer complaints and related customer service issues (including providing complimentary products to customers), in compliance with EA's commitment to a 100% customer satisfaction policy and to reimburse EA for its costs and fees in responding to customer service issues on Franchisee's behalf;

(10) To keep the Franchised Business at all times under the direct, on-premises supervision of the Franchisee (or, if Franchisee is an entity, its managing shareholder, member, or partner) ("Managing Owner") or a certified, trained employee acting as the full-time on-site manager, and keep EA informed of the identity of the on-site manager(s) of the Franchised Business;

(11) To maintain and participate in all technology requirements and policies as EA may modify them from time to time, including, but not limited to, the System intranet and extranet, the Computer System, email communications, the EDIBLE.COM Program, and the System Website;

(12) To honor all credit, charge, courtesy or cash cards or other credit devices required or approved by EA, in compliance with standards applicable to electronic payments, including Payment Card Industry Standards or any equivalent thereof;

(13) To participate in any EA required gift card and customer loyalty program, including issuing and honoring gift certificates, coupons, and gift and loyalty cards;

(14) To comply with any maximum, minimum, or other prices for products and services that EA may establish from time to time (to the fullest extent allowed by law), including required participation in System-wide discount programs and promotions and accepting the revenue allocation negotiated by EA with other businesses in co-branding and other collaborative marketing activities;

(15) To participate in all advertising, marketing, and promotional programs, including merchandising components as EA may require;

(16) To maintain the condition and appearance of the Store Location consistent with EA's standards for the image of an EDIBLE® Business as an attractive, pleasant, and comfortable business;

(17) To maintain the equipment or improve the appearance and efficient operation of the Franchised Business, including replacement of such Operating Assets as required by EA;

(18) To secure and maintain in force at all times all required licenses, permits, and certificates relating to the operation of the Franchised Business and operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including government regulations relating to occupational hazards, health, environment, employment, workers' compensation and unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes, and sales and service taxes. (While Franchisee may solicit and collect tips on the revenue that the Franchised Business receives from the sale of products and services, any tips collected or received are intended to be for the benefit of employees of the Franchised Business, and Franchisee is solely responsible for properly allocating and disbursing tips in accordance with its terms and conditions of employment as well as any applicable federal, state, and local law.);

(19) To participate in any National or Franchisee Advisory Council, Area Advertising Cooperative, or similar council that EA establishes for the EDIBLE® Business franchise system and to pay any assessments or dues that EA charges franchisees for their administration and operation;

(20) To conduct all sales activities in a dignified manner and accurately promote, describe, and otherwise represent the services of the Franchised Business, and to refrain from any sales practice which is unethical or may be injurious to the business of EA and/or other franchisees or the goodwill associated with the Marks;

(21) To ensure that the Franchised Business at all times maintains the highest moral standards of the community and the standards of EDIBLE® Businesses that EA establishes; and

(22) To comply with any other requirements related to aspects of operating and maintaining the Franchised Business that EA determines to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and EDIBLE® Businesses or to maintain and protect the quality of products, service, and the EDIBLE® and EDIBLE ARRANGEMENTS® brand.

C. Approved Suppliers, Manufacturers, and Distributors.

(1) Right to Designate Suppliers. EA has the absolute right to designate and/or approve the suppliers, manufacturers, and distributors for the Operating Assets and other products and services necessary to operate the Franchised Business ("Approved Suppliers"), which may be EA, its affiliates, or third-parties. Franchisee may only purchase or source those items from Approved Suppliers at the prices they decide to charge. Franchisee understands that if EA or its affiliates are Approved Suppliers, they expect to make a reasonable profit on the items. EA and its affiliates have the right to receive payments from Approved Suppliers on account of their actual or prospective dealings with Franchisee and other franchisees and to use all amounts for any purposes they deem appropriate, unless otherwise agreed with an Approved Supplier.

(2) EA's Proprietary Equipment and Materials. Franchisee acknowledges and agrees that certain fruit cutting equipment, fruit and other product preparation equipment, and production posters that it may lease from EA or its Affiliates at the price EA or its Affiliates may set from time to time throughout this Agreement are proprietary to the system ("Proprietary Equipment"). Franchisee agrees that the lease of such Proprietary Equipment shall not be deemed a transfer of ownership of the Proprietary Equipment from EA or its Affiliates, notwithstanding any purported use by EA or its Affiliates of terms or words that may indicate that the Proprietary Equipment has been "purchased" or "sold." At the termination or expiration of this Agreement, Franchisee shall transfer possession of such Proprietary Equipment back to EA or its Affiliates pursuant to Sections 19.F and 19.G of this Agreement.

(3) Purchases from Former Franchisees. Franchisee may not under any circumstances, without EA's prior written consent (which EA has no obligation to grant), purchase or receive any or all Operating Assets from an existing or former EDIBLE® franchisee, whether or not that other franchisee's franchised business is operating or closed and whether or not the Operating Assets comply with EA's then-current specifications for such items.

(4) Approval of Additional Suppliers. EA may, in its sole discretion revise the list of Approved Suppliers at any time. If Franchisee proposes to use in the operation of the Franchised Business any Operating Assets or services from a supplier that is not an Approved Supplier, Franchisee shall first notify EA and submit samples and such other information as EA requires for examination and/or testing or to otherwise determine whether such Operating Asset or service, or such proposed supplier, meets its specifications and quality standards. EA may charge Franchisee a fee, not to exceed the actual cost of testing or examination. If EA does not approve Franchisee's request within fifteen (15) days after receipt of such a request and all required information such request shall be deemed denied.

D. Compliance with System Modifications.

(1) Right to Modify. EA may, in its sole discretion, change or modify the Marks and the System, including, without limitation, the adoption and use of new, modified and/or substitute trade names, trademarks, service marks or copyrighted materials; new computer programs, computer hardware and systems; new Operating Assets; new techniques; and new aspects of the EDIBLE.COM Program (f/k/a the "EDIBLE CONNECT Program"). Franchisee will comply any such changes in the System as if they were part of this Agreement as of the Effective Date. Franchisee will make such expenditures as such changes or modifications in the System may require. EA may communicate such changes or modifications by incorporating them into the Operating Manual, or by other method as EA reasonably deems appropriate (which need not qualify as "notice" under Section 22).

(2) Limitations on Capital Modifications.

(a) Notwithstanding the foregoing, within the first two (2) years of the Term, EA shall not obligate Franchisee to make any modification that would qualify as a capital expenditure under GAAP accounting principles ("Capital Modifications"), unless: (i) such modification is to the Computer System, signage, or logo for the Franchised Business, which shall be excluded from the definition of Capital Modification; (ii) such modification is required by any lease related to the Franchised Business or applicable law; or (iii) this Agreement was executed in connection with the acquisition of the Franchised Business from a previous franchisee, in which case Franchisee must perform all Capital Modifications required by EA's consent to such transfer.

(b) Except as otherwise provided in this Section 4.D.(2)(a), beginning on the third anniversary of the Effective Date, Franchisee shall make all Capital Modifications required by EA, the costs of which (excluding all taxes and delivery charges) shall not exceed in any single year thirty thousand dollars ($30,000) ("Annual Capital Modification Cap"), plus any amount of the Annual Capital Modification Cap not required to be expended in previous years of the Term. The maximum amount Franchisee shall be required to expend on such Capital Modifications during the Term shall be one hundred fifty thousand dollars ($150,000) (excluding taxes and delivery charges) ("Term Capital Modification Cap", collectively with the Annual Capital Modification Cap, "Capital Modification Caps").

(c) Notwithstanding the Capital Modification Caps, EA may require Franchisee to make one additional Capital Modification during the Term, not to exceed sixty thousand dollars ($60,000) (excluding all taxes and delivery charges), if EA determines, in its sole discretion, that the Capital Modification is necessary due to a new system-wide initiative in which EA will require all franchisees to participate.

(d) Any costs and expenses incurred as a result of Capital Modifications required in connection with Franchisee's election to renew this Agreement pursuant to Section 2.B. or transfer this Agreement pursuant to Section 16, shall not be subject to the Capital Modification Caps.

E. Reasonable Deviations from System Standards. Franchisee agrees and acknowledges that complete and detailed uniformity under many varying conditions may not be possible or practical.

EA specifically reserves the right and privilege, as it may deem in the best interests of all concerned in any specific instance, to vary the System Standards for any franchisee based upon the peculiarities of a particular location or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which EA deems to be of importance to the successful operation of such franchisee's business ("Reasonable Deviations"). Franchisee shall not have any right to object to or demand any Reasonable Deviation that EA may grant to another franchisee pursuant to this Section 4.E.

F. Compliance with Laws. Franchisee and the Franchised Business shall comply with all applicable laws, ordinances, rules, regulations, court orders, and decisional authority of all federal, state and local governmental authorities having jurisdiction over the Franchised Business (collectively, the "Laws"). Franchisee and the Franchised Business shall obtain and maintain in full force and effect all governmental permits and licenses necessary for the Franchised Business.

G. No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement (including any collateral assignment of this Agreement) or the Proprietary Equipment to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement and the Proprietary Equipment from the security interest.

5. TECHNOLOGY

A. Computer System. Franchisee agrees, to maintain and operate the Computer System during the Term as required by EA and in the manner provided below:

(1) Modifications. EA may from time to time modify specifications for and components of the Computer System ("Computer System Modification"). A Computer System Modification, and/or other technological developments or events, might require Franchisee to purchase, lease and/or license new or modified computer hardware (including laptops and tablets) and/or software and to obtain service and support for the Computer System. Franchisee must complete any Computer System Modification within sixty (60) calendar days of receiving notice from EA, including ensuring that the Computer System, as modified, is functioning properly.

(2) Costs. EA cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over this Agreement's remaining term, Franchisee agrees to incur the costs and expenses related to any Computer System Modification and required service or support. EA has no obligation to reimburse Franchisee for any Computer System costs.

(3) Use of EA's Proprietary Software. Franchisee agrees that EA or its affiliates may condition any license of proprietary software to Franchisee, or Franchisee's use of technology that EA or its affiliates develop or maintain on Franchisee's signing any software license agreement or similar document, or otherwise agreeing to the terms, that EA and its affiliates prescribe. EA and its affiliates may charge Franchisee up-front and recurring (*e.g.*, weekly, monthly, or other) fees for any required or recommended proprietary software or technology that EA or its affiliates license to Franchisee and for other maintenance and support services that EA or its affiliates provide during Term, in addition to any other fees that EA or its affiliates may charge pursuant to this Agreement.

(4) Computer System Maintenance and Compliance with the Law. Notwithstanding any other provision of this Agreement, Franchisee shall have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which its Computer System interfaces at EA's specified levels of connection speed with EA's and any third party's computer system; (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded; and (4) independently determining what is required for Franchisee to comply at all times with the most current version of the Payment Card Industry Data Security Standards or other data protection laws and regulations, complying and validating compliance with such standards, laws, and regulations, as may be periodically required.

B. Email Usage. Franchisee shall maintain a functioning e-mail address for the Franchised Business and high-speed Internet connection. Franchisee may use its EDIBLE® and/or EDIBLE ARRANGEMENTS® email addresses and the EDIBLE® and EDIBLE ARRANGEMENTS® communications network only for the operation of the Franchised Business in compliance with then-applicable System Standards.

C. Data Requirements and Usage. EA may, as often as it deems appropriate, access the Computer System and retrieve any and all information of the Franchised Business that EA, in its sole discretion, deems necessary to ensure compliance with this Agreement, the Manual, or the System, including without limitation Franchisee's e-mail communications relating to the Franchised Business. Notwithstanding the foregoing, EA will not have access or request access to information related to the Franchised Businesses employees.

D. EDIBLE.COM Program. EA may, in its sole discretion, develop, operate, maintain, and enhance a set of standards, procedures, and technological means for the purpose of interacting with and selling to customers and enhancing the presence of the System, including, without limitation: (1) accepting customer orders that are placed with, submitted to, and received by the System; (2) referring customer orders to franchisees (and, where applicable, other parties) for preparation, fulfillment, and delivery or pick-up; (3) responding to customer complaints or related quality control concerns on behalf of the Franchisee and the System; and, (4) coordinating the placement or fulfillment of orders by and through third-parties, business customers, and other EDIBLE ordering programs, which shall be referred to collectively as the "**EDIBLE.COM Program**". The EDIBLE.COM Program may include, without limitation, the System Website (as defined below), an online ordering system; a System-wide call center; "inter-franchise" ordering system; corporate account or gift programs with dedicated business customers; co-branding and other collaborative marketing activities with other businesses; or any other such ordering activities or methods as may be developed in the future. The EDIBLE.COM Program may be administered, in EA's sole discretion as EA deems best. EA may administer the EDIBLE.COM Program or appoint one of its affiliates or an unaffiliated third party to administer the program. EA may require Franchisee to participate in the EDIBLE.COM Program. EA may also prohibit Franchisee from participating in the EDIBLE.COM Program. Franchisee's right or obligation to participate in the EDIBLE.COM Program shall be at EA's sole and absolute discretion. In the event that EA permits or requires Franchisee to participate in the EDIBLE.COM Program, (1) Franchisee shall participate in accordance with EA's rules, requirements, restrictions and standards, which EA may change from time to time in its sole and absolute discretion, and (2) EA may rescind and revoke such permission or requirement at any time, without notice, and for any reason in EA's sole and absolute discretion.

E. Online Advertising and Presence.

(1) Establishment of System Website. EA may (but is not obligated to) establish one or more websites (a) to advertise, market, and promote the System, the products, and/or the EDIBLE® Business franchise opportunity; (b) through which to operate certain on-line aspects of the EDIBLE.COM Program; and (c) for any other purposes EA determines is appropriate or necessary for the System (each a "System Website"). All advertising, marketing, and promotional materials that Franchisee develops for the Franchised Business must contain notices of the System Website's domain name in the manner EA designates.

(2) Franchisee Presence on System Website. If EA establishes a System Website, EA may require Franchisee to participate in the System Website. EA may also prohibit Franchisee from participating in the System Website. Franchisee's right or obligation to participate in the System Website shall be at EA's sole and absolute discretion. In the event that EA permits or requires Franchisee to participate in the System Website, (1) Franchisee shall participate in accordance with EA's rules, requirements, restrictions and standards, which EA may change from time to time in its sole and absolute discretion, and (2) EA may rescind and revoke such permission or requirement at any time, without notice, and for any reason in EA's sole and absolute discretion. If EA requests, Franchisee must give EA the information and materials EA requests regarding the Franchised Business for publication on the System Website. By providing the information and materials to EA, Franchisee represents that the content is accurate, not misleading, and does not infringe any third party's rights. EA shall have full discretion and approval over the information about the Franchised Business included on the System Website and will own all intellectual property and other rights in the System Website and the information it contains, including, without limitation, the log of "hits" by visitors and any personal or business data that visitors supply.

(3) Other Online Advertising or Presence. Without prior written approval from EA, Franchisee shall not:

(a) develop, maintain, or authorize any website that mentions or describes the Franchised Business, the System, or displays any of the Marks;

(b) use any recording, video, photographic, or digital devices (audio or video) within the Store Location or otherwise in connection with the operation of the Franchised Business (unless expressly approved by EA) that creates content that can be uploaded to a website (e.g., YouTube) or electronically, digitally, or otherwise shared with others; or

(c) use any social media in connection with its operation of the Franchised Business or that references the Marks, including posting or blogging comments about the Franchised Business or the System other than on a System Website ("social media" includes personal blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools), unless such activities are protected under applicable law.

6. TRAINING REQUIREMENTS AND ASSISTANCE BY EA

A. Online Pretraining Requirements. Before attending Initial Training, Franchisee (or, its Managing Owner) must successfully complete the Edible® Franchise Entrepreneurial Leadership Toolkit Certificate Program online with a minimum passing score.

B. Initial Training.

(1) Manager Certification Training.

(a) Before the Franchised Business opens, Franchisee (or, its Managing Owner) and one (1) on-site manager shall complete to EA's satisfaction an initial training on the material aspects of operating an EDIBLE® Business ("Manager Certification Training").

(b) The Manager Certification Training may include, without limitation, an apprenticeship program, store training, corporate training, computer training, administrative functions or other topics that EA may decide from time to time.

(c) The Manager Certification Training shall be conducted at a designated training facility of EA's choice, and may additionally include online training and/or homework assignments which must be completed before passing onto another phase of the program.

(d) The Manager Certification Training shall last from two (2) to six (6) weeks depending on Franchisee's (or its Managing Owner's) and the manager's prior business experience and needs.

(e) After completing the Manager Certification Training, attendees must pass an operations proficiency test, entitling them to receive their certification. Unless Franchisee expressly informs EA otherwise, any attendees who receive such certification shall be deemed properly trained to operate an Edible Business.

(2) Other Initial Training. During the first year of the Franchised Business's operation, EA may also require Franchisee (or its Managing Owner) and its manager to attend up to an additional five (5) days of training at EA's designated location (collectively with Certified Manager Training, the "Initial Training").

(3) Costs of Initial Training.

(a) Except as provided in this Section 6.B., EA shall provide the Initial Training for the Franchisee (or its Managing Owner) and one (1) onsite manager, however, Franchisee shall be responsible for all travel and living expenses incurred and for the on-site manager's salary and workers' compensation insurance while he or she trains. Franchisee must demonstrate that workers' compensation insurance is in place before the on-site manager may attend training. If Franchisee replaces its manager during the Term, Franchisee agrees to pay EA's then-current fee for training such replacement manager.

(b) Franchisee (or its Managing Owner) may request additional training at the end of the initial training program, to be provided at EA's then current daily charges. EA and Franchisee will jointly determine the duration of this additional training.

(c) EA may require Franchisee (or its Managing Owner) to complete certain aspects of training, whether as part of the initial training program or the ongoing training referenced in subparagraph (2) below, by accessing EA's and its affiliates' proprietary training software and technology online through the Computer System. EA and its affiliates may charge Franchisee recurring (*e.g.*, weekly, monthly, or other) fees for any proprietary training software and technology licensed to Franchisee to facilitate and maximize Franchisee's training of its Managing Owner and on-site manager.

(d) If the Franchised Business is Franchisee's first EDIBLE® Business and Franchisee is signing this Agreement in connection with its acquisition of the Franchised Business from an existing EDIBLE® franchisee, Franchisee must pay EA upon signing this Agreement an initial training fee equal to Ten-Thousand Dollars ($10,000) for the initial training program that Franchisee (or its Managing Owner) and its manager must attend and complete to EA's satisfaction.

C. Multi-Unit Ownership Training Program. If Franchisee or its owners already operate one (1) or more EDIBLE® Businesses when this Agreement is signed, EA may require Franchisee (or its Managing Owner) to attend and successfully complete EA's multi-unit ownership training program at EA's designated location. EA may charge a fee for this training, and Franchisee must pay all attendance costs. This training program may last for two (2) to five (5) days or longer. In addition, if the Franchised Business is the third EDIBLE® Business owned by Franchisee or its owners, EA may require an existing certified manager at one of these EDIBLE® Businesses to attend and complete additional or specialized training in order to qualify to train and supervise Franchisee's other employees.

D. Ongoing Training. EA may, in its sole discretion, require or, upon request of the Franchisee, provide various refresher training, re-certification, and other courses at the times and locations, and via the means (for example, online), EA designates for the Franchisee (or its Managing Owner) and/or its other previously trained managers. If Franchisee hires new or additional on-site managers for the Franchised Business during the Term, those new or additional on-site Mangers must also satisfactorily complete EA's then-current Initial Training and other pre-opening training that EA may then require. EA may charge reasonable registration or similar fees for these courses. Franchisee agrees to pay all costs to attend, including without limitation travel and living expenses of attendees or costs of accessing EA's and its affiliates' proprietary training software and technology. EA may discontinue or modify any ongoing training course or method in its sole discretion.

E. Qualifications of Trainees. All training attendees must be able to speak, read, write, and understand the English language fluently so they can participate in EA's training program (which is conducted in English) and communicate clearly with customers and other third parties. In addition, there always must be at least one (1) manager at Franchisee's store who can speak, read, write, and understand the English language fluently. Prior to participating in the EA training program, Franchisee (or its Managing Owner) and managers may be required to take and pass various online and other tests and business courses to prepare for their entry into the EDIBLE® System

F. **Conventions.** Franchisee shall ensure that at least one designated representative that meets with EA's prior approval, attends the System convention that EA conducts either annually or biennially in its sole discretion, unless EA specifically approves nonattendance in writing. Franchisee must pay the applicable convention fee and all other costs for attendance. Franchisee must pay the convention fee even if its representative does not attend (whether or not that non-attendance is excused by EA).

G. **General Guidance.** EA may advise Franchisee from time to time regarding the manner in which, based on Franchisee's reports or EA's inspections and evaluations, operations at the Franchised Business promote and enhance the quality of the EDIBLE® and EDIBLE ARRANGEMENTS® brand. EA may, but is not obligated to, provide recommendations to Franchisee with respect to:

(1) standards, specifications, and operating procedures and methods that EDIBLE® Businesses use, including operation of and Franchisee's required participation in the EDIBLE.COM Program;

(2) purchasing required and authorized Operating Assets and other items and arranging for their distribution to Franchisee;

(3) advertising and marketing materials and programs, including, without limitation online advertising;

(4) training of supervisory employees in System Standards to ensure that the quality of products, services, and the EDIBLE® and EDIBLE ARRANGEMENTS® brand is maintained;

(5) products and services to be provided by the Franchised Business;

(6) quality control standards and methods; and,

(7) administrative, bookkeeping, accounting, and inventory control procedures.

EA may provide recommendations to Franchisee in its Operations Manual, bulletins or other written materials, by electronic media, by telephone consultation, and/or in person. Franchisee agrees and acknowledges that any specific ongoing training or advice that EA provides does not create an obligation (whether by course of dealing or otherwise) to continue to provide such training or advice, all of which EA may modify or discontinue at any time.

H. **Operations Manual.** During the Term, EA will provide Franchisee with access to its Operations Manual, which may consist of and is defined to include audio, video, computer software, flash drives, other electronic media and/or written and other tangible materials.

(1) "Operations Manual" means the confidential media and materials, including any modifications, supplements, additions, or revisions thereto containing the System Standards, and any other mandatory aspect of the System that EA periodically prescribes for operating an EDIBLE® Business, including without limitation those relating to the EDIBLE.COM Program, and certain other recommendations for operations.

(2) EA may provide access to the Operations Manual in any form it may choose from time to time, including, without limitation access via a restricted web portal, intranet, or extranet ("Online Portal").

(3) EA may revise or change the Operating Manuals at any time in EA's discretion and Franchisee expressly agrees that such revisions or changes shall be effective upon Franchisee's receipt or at such other time as EA may specify. Franchisee shall ensure that its set of the Manuals are kept current and up-to-date, and if EA elects to provide the Operations Manual via an Online Portal, Franchisee agrees and acknowledges that it is Franchisee's sole obligation to and access such Online Portal for updates to the Operations Manual. In the event of any dispute as to the contents of the Manuals, the terms contained in the master set of the Operations Manual that EA maintains shall control.

(4) Franchisee agrees to keep access codes to, and all tangible materials comprising, the Operations Manual current and in a secure location. Franchisee agrees that the Operations Manual, its contents, and the access codes or passwords to access it are Confidential Information as defined in Section 8 of this Agreement and shall comply with such Section 8 in the treatment of the Operations Manual and its contents. Upon EA's request, Franchisee shall provide EA with the identities of all persons Franchisee has granted access to the Operations Manual.

7. PROPRIETARY MARKS

A. Grant of License. EA grants Franchisee a non-exclusive limited license to use the Marks solely in connection with the operation of the Franchised Business. Franchisee acknowledges and understands that its ability to use the Marks in operation of an EDIBLE Business arises exclusively through EA's grant of the Franchised Business and, as such, Franchisee is required to strictly perform to the terms provided and incorporated herein.

B. Conditions for Use. With respect to Franchisee's use of the Marks pursuant to the license granted under this Agreement, Franchisee agrees that:

(1) Franchisee shall only use the Marks designated by EA and shall use such Marks only in the manner required or authorized and permitted by EA;

(2) Franchisee shall not use the Marks as part of any corporate or trade name; with any prefix, suffix, or other modifying words, terms, designs, or symbols or in any modified form; in connection with the sale of any unauthorized product or service; or as part of any domain name, homepage, electronic address, or otherwise in connection with a website, unless in connection with EA's approved Franchise System Website;

(3) Franchisee shall give such notices of trademark and service mark registrations as EA specifies and to obtain such fictitious or assumed name registrations required under applicable law;

(4) Franchisee must use the Marks only in connection with the operation of the Franchised Business, and only at the Store Location or in advertising for the Franchised Business;

(5) Franchisee must identify itself as the owner of the Franchised Business and a licensee of the Marks on all invoices, order forms, receipts, business stationery and contracts, as well as at the Franchised Business on a sign that is conspicuously displayed to customers, in each case using such language as EA may prescribe;

(6) Franchisee shall display the Marks prominently as EA prescribes at the Store Location and on forms, supplies, advertising, and other materials EA designates;

(7) To the extent Franchisee uses any Mark in employment-related materials, Franchisee must include a clear disclaimer that Franchisee (and only Franchisee) is the employer of employees at the Franchised Business and that EA, as the EA of EDIBLE® Businesses, is not their employer and does not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions;

(8) If Franchisee becomes aware of any infringement of the Marks or if Franchisee's use of the Marks is challenged by a third party, then Franchisee must immediately notify EA, and EA will have sole discretion to take such action as EA deem appropriate. Franchisee will cooperate and assist as required by EA in any enforcement activities or litigation as EA deems necessary to fully protect all EA's interests in the Marks, including any state and federal trademark and service mark registrations for the Marks, or to protect the System. Franchisee will not communicate, directly or indirectly, with any person other than EA, its affiliates, its counsel, in connection with any such infringement, challenge, or claim; and,

(9) If EA modifies or discontinues the use of any Mark and/or requires the use of one or more additional or substitute names or marks, Franchisee will modify or discontinue the use of any such name or mark, within a reasonable time after receiving notice, and use such additional or substitute name or mark, at Franchisee's expense.

C. <u>Acknowledgments.</u> Franchisee acknowledges and agrees that:

(1) the Marks are valid, distinctive and serve to identify EA as the source of the goods and services offered pursuant to those Marks and by those who are authorized to operate under the System;

(2) any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of EA and its affiliates in and to the Marks;

(3) all usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks shall inure to the exclusive benefit of EA and its affiliates and that this Agreement does not confer any goodwill or other interests in the Marks upon Franchisee;

(4) Franchisee shall not, at any time during the Term or after its termination or expiration, contest the validity or ownership, or assist another person in contesting the validity or ownership, of any of the Marks; and

(5) all provisions of this Agreement applicable to the Marks apply to any additional trademarks, service marks, and commercial symbols authorized for use by and licensed to Franchisee by EA after the Effective Date.

D. <u>Indemnification for Third-Party IP Claims.</u> In the event that any third-party makes a claim against Franchisee alleging that Franchisee's use of the Marks infringes upon the rights of such third-party, EA agrees to defend such claim and indemnify and hold Franchisee harmless therefrom, provided

Franchisee has used the Marks only as expressly authorized in this Agreement, the Operations Manual, or otherwise in writing by EA, and provided further that Franchisee shall have the duty to cooperate with EA in the defense of such claim as set forth in this paragraph and in any other manner reasonably requested by EA. If the third-party makes any claims against EA and/or Franchisee not related to use of the Marks, Section 14 shall apply to determine the indemnification rights and obligations of the Parties.

8. CONFIDENTIAL INFORMATION

A. Definition of Confidential Information. "Confidential Information" means all non-public information of or about the System, EA and its affiliates, and any EDIBLE® Business, which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation of the Franchised Business under the terms of this Agreement, including, without limitation:

(1) site selection criteria;

(2) training and operations materials and manuals, including proprietary training software, to ensure that the quality of products, services, and the EDIBLE® and EDIBLE ARRANGEMENTS® brand is maintained;

(3) methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge, and experience used in developing and operating EDIBLE® Businesses;

(4) marketing and advertising programs for EDIBLE® Businesses;

(5) knowledge of specifications for and suppliers of Operating Assets, products, and supplies;

(6) any computer software or similar technology which is proprietary to EA or its affiliates, including, without limitation, training software and technology, digital passwords and identifications, and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

(7) the standards, process, information, and technology involved in creating, developing, operating, maintaining, and enhancing the various means by which customer orders are placed with and submitted to the EDIBLE® and EDIBLE ARRANGEMENTS® System, received by the EDIBLE® and EDIBLE ARRANGEMENTS® System, and then referred to franchisees (and, where applicable, other parties) for preparation, fulfillment, and delivery or pick-up, including without limitation, the EDIBLE.COM Program;

(8) knowledge of the operating results and financial performance of EDIBLE® Businesses other than the Franchised Business; and

(9) graphic designs and related intellectual property.

B. Franchisee Obligations. Franchisee acknowledges and agrees that it will not acquire any interest in Confidential Information. Franchisee's right to use the Confidential Information is limited by Franchisee's agreement that it:

(1) shall treat and maintain the Confidential Information as confidential during the Term of this Agreement and thereafter;

(2) will only use the Confidential Information for the operation of the Franchised Business pursuant to this Agreement and not in any other business or capacity;

(3) not make any unauthorized copies of the Confidential Information whether disclosed via electronic medium, written, or other intangible form;

(4) shall only disclose the Confidential Information to the extent necessary to those officers, directors, managers, personnel, or other agents who have a demonstrable and valid need to know the Confidential Information ("Authorized Representatives");

(5) shall advise such Authorized Representatives of the confidential nature of the information and their obligations pursuant to this Agreement;

(6) shall promptly inform EA of any unauthorized disclosure or use of the Confidential Information; and,

(7) implement all reasonable procedures to prevent unauthorized disclosure, including without limitation, the use of nondisclosure and noncompetition agreements that EA may prescribe or approve for use with Authorized Representatives, which EA will be a third-party beneficiary of and have the independent right to enforce.

C. Exceptions to Confidential Information. Confidential Information does not include information, knowledge, or know-how which Franchisee can prove was made publicly available prior to or after EA's disclosure to the Franchisee, except by Franchisee's or its Authorized Representatives' breach of this Agreement or as a result of a third-party's breach of its confidentiality obligations to EA.

D. Franchisee-Developed Concepts. All ideas, concepts, techniques, or materials relating to an EDIBLE® Business, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, must be promptly disclosed to EA and will be deemed to be EA's sole and exclusive property, part of the System, and works made-for-hire for EA. To the extent that any item does not qualify as a "work made-for-hire" for EA, by this paragraph, Franchisee assigns ownership of that item, and all related rights to that item, to EA and agrees to take whatever action (including signing assignment or other documents) EA requests to evidence EA's ownership or to help EA obtain intellectual property rights in the item.

9. FEES

A. Franchisee's Initial Franchise Fee. Franchisee will pay EA an initial franchise fee of:

(1) Thirty thousand dollars ($30,000) if this is Franchisee's (and its principal owner's) first EDIBLE® Business Franchise; or,

(2) Twenty thousand dollars ($20,000) if this is Franchisee's (or its principal owner's) second or subsequent EDIBLE® Business Franchise.

This Initial Franchise Fee is due and fully earned by EA when Franchisee signs this Agreement. The Initial Franchise Fee is not refundable under any circumstances.

B. Royalty Fees.

(1) Royalty Fee Calculation. In consideration of the Franchise granted, Franchisee agrees to pay EA a royalty fee which accrues daily, in the amount of the greater of either:

(a) Two-hundred dollars per week (the "Minimum Royalty"), or such other amount as provided by EA pursuant to Paragraph (4); or

(b) Five percent (5%) of the Gross Sales from the operation of the Franchised Business, including Gross Sales from the Store Location, from all business activities in the Delivery Area, and from any other business activities in which EA allows Franchisee to engage.

The amount determined by the calculation of the greater of (a) or (b) above shall be the "Royalty".

(2) Time of Payment. The Royalty shall be paid weekly or daily at EA's election and paid pursuant to Section 9.G.

(3) Gross Sales. The term "Gross Sales" shall mean: All revenue generated by or for Franchisee in connection with the Franchised Business, including, but not limited to, amounts received by Franchisee at or away from the Store Location and Franchisee's share of customer sales made through the EDIBLE.COM Program, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, provided, however, that "Gross Sales" shall not include any sales tax or other taxes collected by the Franchised Business if paid to the appropriate taxing authority and shall be reduced by the amount of any documented refunds, credits, and allowances the Franchised Business in good faith gives to customers (if those amounts originally were included in calculating Gross Sales). Gross Sales also include all insurance proceeds received by Franchisee (and/or its owners) for loss of business due to a casualty to or similar event at the Store Location. For the sake of clarity, any tips collected or received in accordance with Section 4.B (18) are not included in the calculation of Gross Sales.

(4) Adjustments to Minimum Royalty. The Minimum Royalty may be subject to an annual adjustment as of January 1 of each year that is equal to the percentage increase since January 1 of the preceding year in the Consumer Price Index, provided that in no event shall there be a decrease in the Minimum Royalty. The "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers (CPI-U), All Items, U.S. City Average 1982-84=100, as published by the United States Department of Labor. In the event that publication of said index shall be discontinued at any time during this Agreement, then a comparable index issued by the United States Department of Labor or a similar agency of the United States government shall be used for the purposes of this Agreement.

C. Marketing Fees. In addition to the Royalty, Franchisee agrees to contribute, as EA directs, a maximum amount of 5% of Gross Sales ("Marketing Fees Cap") for marketing and related activities.

Currently, EA allocates the entirety of the Marketing Fees Cap to the National Marketing Fund. EA does not currently require Franchisee to spend any portion of the Marketing Fees Cap on local advertising or Area Advertising Cooperative activities. Notwithstanding the foregoing, EA reserves the right, in its sole judgment, to require that a portion of the Marketing Fees Cap be allocated to local advertising for the Franchised Business or to an Area Advertising Cooperative, as described in Section 10 of this Agreement, provided that the total required contribution will not exceed the Marketing Fees Cap. EA shall be entitled to determine and modify the distribution of the Marketing Fees Cap at any time, and such distribution may vary during the Term and differ for various franchisees in the System based on Reasonable Deviations between such franchisees.

D. EDIBLE.COM Program and Other Fees. If EA, in its sole discretion, provides Franchisee the opportunity to participate in the EDIBLE.COM Program, Franchisee shall pay to EA, its affiliate, or any third-party it may designate, the fees it requires from time to time for:

(1) each customer order directed or referred to Franchisee through the EDIBLE.COM Program, in an amount not to exceed thirty percent (30%) per order;

(2) the costs to operate the EDIBLE.COM program, in an amount determined by EA in its sole discretion; and,

(3) the performance of other customer service functions for Franchisee, whether or not related to customer order-taking or fulfillment, in an amount determined by EA in its sole discretion.

Items (1) – (3) above shall be referred to collectively as the "EDIBLE.COM Fees." The amount and method of calculating and collecting the EDIBLE.COM Fees may vary during the Term and will be specified in the Operations Manual. In addition to all other methods of collection, EA specifically reserves the right to withhold the EDIBLE.COM fees, and all other fees due on any customer order, including the Royalty and fees for the EA Marketing Initiatives, from customer payments it receives, and to transfer only the remaining balance of such customer payment to the Franchisee. No fee referenced in this Section 9.D. is refundable, even if a customer cancels its order or is given a refund.

E. EA System Website Fee. EA may, in its discretion, charge Franchisee an additional fee for EA's development, operation, and maintenance of the System Website, or for Franchisee's participation on the System Website. Such fees will be determined in EA's sole discretion.

F. E-Commerce Platform and Transaction Fee.

EA and/or its affiliates may require Franchisee to use designated e-commerce, point-of-sale, or order processing platforms (including third-party platforms) in connection with customer orders, payments, fulfillment, and related services. EA may charge, or require Franchisee to pay, platform fees, subscription fees, transaction fees, or other amounts associated with these systems ("E-Commerce Platform Fees"). E-Commerce Platform Fees may be structured as fixed monthly fees, per-order charges, or a percentage of the transaction value and may vary based on the service provider, order source, or fulfillment method. E-Commerce Platform Fees are in addition to any Royalties, Marketing Fees Cap contributions, credit card processing fees, Computer Software and Technology fees, or other fees

described in this Agreement. The amount, structure, and collection method of E-Commerce Platform Fees may vary during the Term and will be specified in the Operations Manual or other written notice from EA.

G. Taxes.

(1) Franchisee shall be solely responsible for and timely pay when due all taxes levied or assessed, including without limitation unemployment and sales taxes, of any kind it incurs in the operation of the Franchised Business.

(2) Franchisee agrees to pay EA an amount equal to all federal, state, local, and foreign sales, use, excise, privilege, occupation, or any other transactional taxes.

(3) Franchisee agrees to pay EA any other taxes or similar exactions no matter how designated that are imposed on EA or required to be withheld by Franchisee in connection with the receipt or accrual of Royalties, fees, or any other amounts payable by Franchisee to EA under this Agreement.

(4) Such payments must be made in an amount necessary to provide EA with after-tax receipts (taking into account any additional payments required under this Agreement) equal to the same amounts EA would have received under the provisions of this Agreement had such additional tax liability or withholding not been imposed or required.

(5) The amounts owed by Franchisee to EA pursuant to Section F.(3) above, shall exclude taxes imposed on EA for the privilege of conducting business and calculated with respect to EA's net income, capital, net worth, gross receipts, or some other basis or combination thereof, but shall not exclude any gross receipts taxes imposed on EA for Franchisee's payments intended to reimburse EA for expenditures incurred for Franchisee's benefit and on Franchisee's behalf.

H. Grand Opening Marketing Funds. If, in compliance with Section 3.E, EA so directs, Franchisee shall pay to EA or its affiliates the Grand Opening Marketing Funds at the time and in the manner EA or its affiliates direct.

I. Relocation, Marketing and Advertising Program Fee. If Franchisee either:

(1) Remodels the Store Location or moves the Franchised Business to another store location during the Term or in connection with exercising its right to renew this Agreement pursuant to Section 2.B., or

(2) Transfers full or partial ownership of the Franchisee (if an entity) or the Franchised Business to a Person who does not currently have a direct ownership interest in the Franchisee or the Franchised Business and/or is not currently a party to this Agreement pursuant to Section 16.D(2) of this Agreement,

in either case which may only be done with EA's prior written approval or EA's direction, then Franchisee shall pay a minimum of $5,000 (and up to $10,000) to advertise and market the remodeled Store Location, new store location, and/or change in ownership and inform existing customers of the change. Such fee shall be spent by Franchisee, or at EA's election, paid to EA for EA to spend on Franchisee's behalf in

conjunction with EA's then-current Relocation, Marketing and Advertising Program **("REMAP**") requirements and specifications.

J. **Training Fees.** Franchisee shall pay EA or its affiliates the fees associated with all training, conventions, and other related costs as set forth in Section 6 of this Agreement, in the manner and at the time EA or its affiliates direct.

K. **Method of Payment of Fees.**

(1) Except as EA directs Franchisee otherwise, on Monday of each and every week during the term of this Agreement, Franchisee shall provide EA with a weekly report via fax, e-mail, or other electronic means by noon, Eastern Standard Time, stating its Gross Sales for the prior week. EA shall then issue a draft against the operating account of Franchisee for the Royalty, the fees due for the EA Marketing Initiatives, EDIBLE.COM fees, and any other fees due and owing to EA, unless such fees have been otherwise deducted pursuant to Section 9.D.

(2) Franchisee authorizes EA and its affiliates to initiate debit entries and credit correction entries to Franchisee's checking, savings, or other account for the payment of all amounts due from Franchisee to EA, EA's affiliates, or unaffiliated third-parties under this Agreement or otherwise in connection with Franchisee's operation of the Franchised Business.

(3) In the event that Franchisee shall fail to provide a weekly report on Monday of any week as required by Paragraph (1), EA shall be authorized to issue a draft against the operating account of Franchisee in an amount equal to that payable for the immediately preceding week or estimated to be payable for the current week, whichever is greater, subject to later adjustment upon Franchisee's submission of the required report.

(4) EA may charge Franchisee fifty dollars ($50) if EA is required to reconcile Franchisee's account due to Franchisee's failure to provide a weekly report or for each failure by Franchisee to close out its sales daily. Such fees shall be in addition to all other fees due under this Section 9.

L. **Late Payments.** If any required payment pursuant to this section of the Agreement is overdue, Franchisee shall pay to EA, immediately upon demand, the overdue amount plus a fifty-dollar ($50) late fee for each thirty (30) day period the payment is late. The foregoing shall be in addition to the charges described in Section 9.G.(4) and any other remedies EA may possess pursuant to this Agreement.

M. **Right to Offset.** EA reserves the right at any time and continuously during the Term to deduct on a transaction-by-transaction basis, directly from customer payments received by EA for products ordered through the EDIBLE.COM Program (and apart from deductions for the applicable charges for providing credit card services, including processing, clearing, fraud detection/prevention, and similar services), Franchisee's required Royalty payment and EA Marketing Initiative fees and other amounts due from Franchisee on account of such transaction (such as EDIBLE.COM Fees) and then pay to Franchisee the balance received on that transaction. EA may also offset any amounts owed by Franchisee to EA, its affiliates, or unaffiliated third-party vendors and landlords on account of the operation of the Franchised Business against any monies otherwise due and payable to Franchisee with respect to any customer orders directed to and fulfilled by Franchisee under the EDIBLE.COM Program.

10. ADVERTISING, MARKETING, AND PROMOTION

A. Approval of Marketing Materials. Franchisee must conduct all advertising, promotion and marketing in a dignified and honest manner, and in accordance with the marketing policies which EA prescribes from time to time. Franchisee must submit to EA, or its designated agency, proofs of all such materials, if such materials have not been prepared or previously approved by EA during the twelve (12)-month period preceding the date of proposed use. If Franchisee does not receive written approval within thirty (30) days, the materials will be deemed disapproved. Franchisee shall not use any advertising, marketing or promotional plans or materials, which have not been approved in writing by EA, and Franchisee shall cease to use any plans or materials promptly upon notice by EA.

B. National Marketing Fund.

(1) Purpose and Use of the Fund. EA has established the Fund for the advertising, marketing, and public relations programs and materials it deems appropriate. EA will have the sole discretion to direct all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for:

(a) preparing and producing video, audio, and written materials and electronic media (including social media, as defined in Section 5.E.(3)(c));

(b) developing, implementing, maintaining, operating, and modifying a Franchise System Website and/or related strategies (including social media as defined in Section 5.E.(3)(c));

(c) maintaining or paying third parties to maintain a system-wide call center, toll-free numbers, and an on-line ordering and fulfillment system;

(d) administering regional and multi-regional (including national) marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance;

(e) supporting public relations, market research, and other advertising, promotion, and marketing activities;

(f) EA's or its affiliates' administrative costs related to the fund, including without limitation, the salaries and benefits of personnel who manage and administer the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business, and other expenses that EA incurs in activities reasonably related to administering or directing the Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund contributions (including taxes EA must pay on Fund contributions it receives); and,

(g) the hiring of third-parties, such as advertising agencies, website design, or technology companies to create, develop, advise, or implement advertising, marketing, and public relations programs and materials.

The Fund periodically may give Franchisee samples of advertising, marketing, and promotional formats and materials at no cost, and EA, its affiliates and/or third-party vendors will sell Franchisee multiple copies of these materials at their direct cost of producing them, plus any related shipping, handling, and storage charges.

(2) Funding Sources. The Fund shall include:

(a) the proportion of the Marketing Fees Cap that EA designates Franchisee to pay to the Fund from time to time,

(b) fees collected from other Edible Franchisees, the calculation and amount of which may differ from that paid by the Franchisee; and

(c) any advertising, marketing, or similar allowances paid by suppliers who deal with EDIBLE® Businesses and with whom EA has agreed to designate those allowances to the Fund, which may not represent all such allowances.

(3) Fund Administration.

(a) EA may incorporate the Fund or operate it through a separate entity whenever EA deems appropriate. The successor entity will have all of the rights and duties specified in this Section 9.B.

(b) EA need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by EDIBLE® Businesses operating in that geographic area or that any EDIBLE® Business benefits directly or in proportion to its Fund contribution from the development of advertising and marketing materials or the placement of advertising and marketing.

(c) The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from EA or others (paying reasonable interest) to cover deficits, or invest any surplus for future use.

(d) EA will use all interest earned on Fund contributions to pay costs before using the Fund's other assets.

(e) EA has the right, but no obligation, to use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. EA also may forgive, waive, settle, and compromise all claims by or against the Fund. EA assumes no direct or indirect liability or obligation to Franchisee for collecting amounts due to, maintaining, directing, or administering the Fund.

(f) Upon thirty (30) days' prior notice to Franchisee, EA may reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If EA terminates the Fund, EA will distribute all unspent

monies to its franchisees, and to it and its affiliates, in proportion to their respective Fund contributions during the preceding twelve (12) month period.

(4) Accounting for the Fund. EA will account for the Fund separately from its other funds and not use the Fund for any of its general operating expenses. EA has a contractual obligation to hold all Fund contributions for the benefit of the contributors and use contributions only for the purposes described in this Section 9. The Fund is not a trust, and EA owes no fiduciary obligations to Franchisee for administering the Fund or any other reason. EA may, in its discretion, have the Fund audited annually, at the Fund's expense, by an independent certified public accountant. Franchisee has no rights to inspect the books, records, or accounting of the Fund or to review the results of any audit if EA elects to have one conducted.

C. Local Advertising Obligation. Beginning two (2) months after Franchisee commences operation of the Franchised Business, or at such other time EA specifies, Franchisee agrees to spend the proportion of the Marketing Fees Cap that EA prescribes from time to time on the local advertisement and promotion of the Franchised Business. At EA's request, Franchisee shall provide to EA an accounting of Franchisee's expenditures for local advertising and promotion, including such supporting evidence as EA may require. Franchisee's local advertising and promotion must follow EA's guidelines, including shared advertising procedures. All advertising and promotional materials that Franchisee develops for its Franchised Business must contain notices of the Franchise System Website's domain name in the manner EA designates. Franchisee agrees that its advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that EA prescribes from time to time. All advertising, marketing, and promotional materials used by Franchisee shall be approved pursuant to Section 10.A prior to use. If there is no Area Advertising Cooperative for the market area in which the Franchised Business operates (because no Area Advertising Cooperative ever was formed or a past Area Advertising Cooperative has been dissolved or disbanded), EA has the right to require Franchisee to pay EA the proportion of the Marketing Fees Cap that EA has prescribed for local advertising and promotion, which EA will then spend for Franchisee in its local market for advertising and promotion materials and activities. EA reserves this right whether or not Franchisee is willing to spend the required amounts on its own for local advertising and promotion, and, if EA chooses to handle the advertising and promotion materials and activities in Franchisee's local market, EA has the right to initiate debit entries to Franchisee's checking, savings, or other account for the required amounts. Franchisee acknowledges that the marketing activities in which Franchisee engages will materially affect the success or lack of success of the Franchised Business.

D. Area Advertising Cooperative.

(1) Obligation to Participate. EA may designate one or more distinct geographic areas or any combination of geographic areas for one or more area advertising cooperatives (each, an "**Area Advertising Cooperative**"). Each Area Advertising Cooperative's members will be the owners of all EDIBLE® Businesses located and operating in the distinct geographic area or, if combined, the multiple geographic areas (including EA and its affiliates, if applicable). The geographic areas comprising an Area Advertising Cooperative, if there is more than one distinct geographic area in an Area Advertising Cooperative, need not be contiguous to one another or be in the same Designated Market Area (DMA). Each Area Advertising Cooperative will be organized and governed in a form and manner, and begin operating on a date, EA determines. EA may change, dissolve, or merge any one or more Area Advertising Cooperatives in its sole judgment. Each Area

Advertising Cooperative's purpose is to create, implement, and administer advertising, marketing, and promotional programs and develop marketing materials for the benefit of the Area Advertising Cooperative's members. If, as of this Agreement's Effective Date, EA has established an Area Advertising Cooperative for the geographic area in which the Franchised Business is located, or if EA establishes an Area Advertising Cooperative for that area during the Term, Franchisee automatically will become a member of the Area Advertising Cooperative and then must participate as EA or the Area Advertising Cooperative's governing documents require. EA reserves the right to require Franchisee to contribute to the Area Advertising Cooperative the portion of the Marketing Fees Cap that EA designates from time to time.

(2) Governance. EA has the right to require that an Area Advertising Cooperative be formed and operated pursuant to written by-laws or an operating agreement approved by EA (if EA chooses not to control on its own—which it reserves the right to do—the formation, organization, operation, expenditures, and all other aspects of the Area Advertising Cooperative). If an Area Advertising Cooperative's members cannot agree on any aspect of the Area Advertising Cooperative's formation, administration, or operation (if EA has chosen not to control that Area Advertising Cooperative), and the disagreement continues for twenty (20) days after written notice to EA, EA has the authority to resolve the matter in its sole discretion. EA's decision will be final and binding on all members of the Area Advertising Cooperative. As noted above, EA has the right, whenever it deems best, to control the formation, organization, operation, expenditures, and all other aspects of the Area Advertising Cooperative, even if there is no disagreement among its members.

(3) Activities and Oversight. Franchisee agrees to send EA and the Area Advertising Cooperative any reports that EA requires, including, but not limited to, information to confirm Franchisee's compliance with its minimum contribution obligations. The Area Advertising Cooperative will operate only for the purpose of advertising, marketing, and promoting EDIBLE® Businesses (on a local-market basis if applicable) for the benefit of the Area Advertising Cooperative's members. The Area Advertising Cooperative and its members may not use any advertising, marketing, or promotional plans or materials that have not been approved by EA pursuant to Section 10.A and, if applicable, the terms of the Area Advertising Cooperative's by-laws or operating agreement.

E. Special Advertising and Promotional Programs. In addition to Franchisee's other obligations pursuant to this Section 10, Franchisee agrees to participate during the Term in any advertising or promotional programs that have been approved by a majority of EA's franchisees operating within the particular geographic area and, to the extent there are insufficient monies in the Fund or one or more Area Cooperatives available for or allocated to such programs, to promptly remit the required funds to an advertising account to be maintained by EA for such purpose even if such contribution is in excess of the Marketing Fees Cap.

11. ACCOUNTING AND BOOKKEEPING RECORDS

A. Records and Reports of the Franchised Business.

(1) Record Keeping and Reporting. Franchisee shall establish and maintain at its own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats (including Excel spreadsheets and digital and other electronic formats) EA prescribes from

time to time. The records and information contained in this system will not include any records or information relating to Franchisee's employees. Franchisee must use the Computer System to maintain certain sales data and other information. Franchisee agrees to give EA in the manner and format that EA prescribes from time to time certain reports, including without limitation:

(a) a weekly (or, if applicable, daily) Gross Sales report, as provided in Section 9.B.;

(b) within fifteen (15) days after the end of each month, the operating statements, profit and loss and other financial statements, statistical reports, and other information EA requests regarding Franchisee and the Franchised Business covering the previous month and, if requested, the fiscal year to date;

(c) within sixty (60) days after the end of the fiscal year of the Franchised Business, annual profit and loss and source and use of funds statements and a balance sheet for the Franchised Business as of the end of that fiscal year, which shall include reference to any security agreements or liens related to the Franchised Business; and

(d) within ten (10) days after EA's request, exact copies of federal and state income tax returns, sales tax returns, customer lists, purchase records, and any other forms, records, books, and other information EA periodically requires relating to the Franchised Business.

Franchisee agrees to verify and sign each report and financial statement in the manner EA prescribes. EA may disclose data derived from these reports. Moreover, EA may, as often as it deems appropriate (including on a daily basis), access the Computer System, retrieve all information relating to the operation of the Franchised Business, including, but not limited to, the information referenced in subparagraphs (a) through (d) above, and use such information for the business purposes it deems appropriate.

(2) Record Retention. Franchisee agrees to preserve and maintain all required records in a secure location at the Store Location during the Term and for at least three (3) years after the termination or expiration of this Agreement.

B. Franchisee's Organization. If Franchisee is or becomes a corporation, partnership, or limited liability company (LLC), the following requirements shall apply:

(1) Franchisee shall provide EA copies of Franchisee's corporate, partnership, or LLC resolution authorizing and directing its officers, directors, partners, or members, as the case may be, to enter into this Agreement and, at EA's request, copies (draft and/or final) of any shareholders agreement, operating agreement, or partnership agreement (as applicable) among Franchisee's owners, as well as Franchisee's federal employer identification and state sales tax registration numbers;

(2) Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting stock, partnership interest, or membership interest of Franchisee and shall furnish such list to EA upon its request;

(3) All shareholders, partners, or members of Franchisee shall jointly and severally guarantee Franchisee's performance hereunder and shall bind themselves to the terms of this Agreement by executing a Guaranty and Assumption of Obligations; and

(4) If Franchisee wants to change its name during this Agreement's term, it first must notify EA, pay EA a nonrefundable name change fee in the amount of three hundred and fifty dollars ($350), and give EA all information it requests regarding the proposed name change. EA will not accept Franchisee's new name unless Franchisee complies with these requirements.

12. QUALITY CONTROL INSPECTIONS AND AUDITS

A. Right to Inspect. EA and its designated agents or representatives, including without limitation third-party health and safety inspectors and accountants, may at all times and without prior notice to Franchisee:

(1) inspect the Franchised Business;

(2) photograph the interior and exterior of the Store Location and observe, record, monitor, and video the Franchised Business's operation (digitally or otherwise);

(3) remove and evaluate samples of any products and supplies;

(4) interview managers and customers of the Franchised Business;

(5) inspect Franchisee's and the Franchised Business's business, bookkeeping, accounting records, sales and income tax records and returns, security agreements, and other records it deems relevant to assess Franchisee's compliance with this Agreement and System Standards either onsite, or at an offsite location, including without limitation at EA's principal business address. In the event of an offsite review, Franchisee shall, at its sole expense, promptly send all such records to the location designated by EA or its agents and representatives.

Franchisee agrees to fully cooperate with EA and its agents and representatives. If EA exercises any of these rights, it will not interfere unreasonably with the operation of the Franchised Business. In the event that: (1) EA reasonably suspects that Franchisee is failing to comply with any System Standard (e.g., Franchisee's Franchised Business is the subject of customer complaints or poor customer satisfaction ratings); or (2) Franchisee has failed to meet any of the System Standards or local health and safety requirements during a prior inspection, regardless of who performed the inspection, then EA may require that Franchisee pay for all costs and expenses related to any subsequent inspections that EA (or its agents or representatives) performs at the Store Location.

B. Customer Evaluations. Franchisee agrees to present to its customers the evaluation forms that EA periodically prescribes and to participate and/or request its customers to participate in any surveys performed by or for EA.

C. Audit. If any examination of records discloses an understatement of the Gross Sales of the Franchised Business, Franchisee agrees to pay EA, within fifteen (15) days after receiving the examination report, the amount of the understatement, plus the late payment fee as prescribed in Section 9.H. In addition, if (1) such examination is necessary due to Franchisee's failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or (2) if

the examination reveals an understatement exceeding three percent (3%), Franchisee agrees to reimburse EA for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of EA's employees.

D. **Records Deficiency Fee.** If any inspection or examination of records reveals a deficiency in record keeping practices or Franchisee fails to otherwise produce any records as required by this Agreement, then EA may, in its sole discretion and in addition to all other remedies available to it under this Agreement, assess a $250 records deficiency fee for each category of required records that Franchisee fails to maintain or produce, which shall be payable five (5) business days after notification of that EA will charge such fee. No cure period which may be applicable to the Franchisee's failure pursuant to Section 17 herein shall apply to delay, modify, or otherwise eliminate Franchisee's obligation to pay such fee or fees.

E. **Non-Compliance Fee.** If any inspection or examination of records reveals a deviation from a contractual requirement, including any System Standard, then EA may, in its sole discretion in addition to all other remedies available to it under this Agreement, assess a $250 Non-Compliance Fee for each deviation cited by EA, which shall be payable five (5) business days after notification that EA will charge such fee. However, if EA discovers that same (or a substantially similar) deviation on one or more consecutive, subsequent inspections or examinations of the Franchised Business (including because a previous deviation was not corrected as required), the Non-Compliance Fee will be Five-Hundred Dollars ($500) for the first and each subsequent repeat deviation. (The Non-Compliance Fee does not apply to payment defaults for which EA may charge late fees.) No cure period which may be applicable to the Franchisee's failure pursuant to Section 17 herein shall apply to delay, modify, or otherwise eliminate Franchisee's obligation to pay such fee or fees.

13. INSURANCE

A. **Overall Coverage Required.** Franchisee shall procure, prior to opening the Franchised Business, and shall maintain in full force and effect during the Term, at Franchisee's expense, an insurance policy or policies protecting Franchisee, EA, EA's affiliates, and their respective owners, officers, directors, partners, and employees against any loss or claims whatsoever arising or occurring upon or in connection with operating or owning the Franchised Business. EA and its affiliates shall be named as additional insureds on all policies EA designates, using the forms EA requires. EA may require Franchisee to participate in a master or group insurance policy that EA maintains for the System.

B. **Required Insurance Policies and Limits.** Franchisee shall obtain coverage that includes limits at least equal to those shown for the categories of required insurance:

(1) General liability insurance: $1 million per occurrence, $1 million personal injury/advertising liability, $10,000 medical payments, $1 million Stop Gap coverage (certain states), and $2 million general aggregate;

(2) Auto Liability and Physical Damage Coverage: $1 million combined single limit, $1 million hired/non-owned liability, $5,000 medical payments or Personal Injury Protection, and $1 million uninsured/underinsured motorists' liability;

(3) Workers' compensation insurance prescribed by EA or state law, whichever is greater;

(4) Employers Liability insurance: $500,000/$500,000/$500,000;

(5) Property insurance: 100% of the replacement cost of all business personal property ($100,000 minimum);

(6) Business income/Extra expense: 12 months of sales; and,

(7) Umbrella Liability insurance to extend over the general, employers, and auto liability insurance policies: $1 million.

(8) Employment Practices Liability insurance in an amount EA may set from time-to-time with EA named as a co-defendant.

EA may at any time, with reasonable prior notice to Franchisee, increase the required amounts of insurance coverage and require Franchisee to obtain different or additional kinds of insurance to reflect inflation, the identification of special risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

C. Recommended Insurance Coverage. In addition to the required coverage listed in Section 13.B. or other coverage that EA may designate from time to time, EA recommends, but does not require that Franchisee, at its sole option, also obtains the following coverage:

(1) Increased Umbrella Liability coverage with a policy limit of $5 million;

(2) Increased Employee Practices Liability coverage with a policy limit of $1 million; and

(3) Trade Restoration Insurance with coverage for claims and losses arising from foodborne illnesses and products liability.

D. Qualified Insurance Carrier. All insurance policies required under this Agreement shall be written by an insurance company with an A.M. Best rating of not less than A-VII and in accordance with standards and specifications set forth in the Operations Manual or otherwise specified in writing by EA. Consistent with its right, described elsewhere in this Agreement, to limit the suppliers of goods and services with which Franchisee may deal, EA has the right to require Franchisee to obtain insurance coverage through specific insurance brokers and companies.

E. No Limitations on Coverage. Franchisee's obligations to obtain and maintain the foregoing insurance policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by EA, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in this Agreement. Franchisee may maintain such additional insurance as it may consider advisable.

F. Evidence of Coverage. Upon obtaining the insurance required by this Agreement and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment to EA, together with, upon request, copies of all policies, policy amendments and endorsements. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without giving at least thirty (30) days' prior written notice to EA.

G. **EA May Procure Insurance Coverage.** Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as described from time to time by the Operations Manual or otherwise in writing, EA shall have the right and authority (but no obligation) to procure such insurance on Franchisee's behalf and at Franchisee sole expense, together with a reasonable fee for EA's expenses in obtaining such coverage. Any costs, expenses, or other fees that EA incurs as a result of exercising its rights under this Agreement shall be payable to EA in the same method as all other fees under this Agreement as set forth in Section 9.I of this Agreement and may be offset from all other monies due and owing to Franchisee by EA or its Affiliates in compliance with Section 9.K of this Agreement.

14. INDEMNIFICATION

A. **Definition of Losses.** "Losses" shall mean all claims, obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any Indemnified Party incurs. Defense costs include, without limitation, accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

B. **By Franchisee.** Franchisee agrees to indemnify and hold harmless EA, its affiliates, and their respective owners, directors, officers, employees, agents, successors, and assignees (the "EA Indemnified Parties") against, and to reimburse any one or more of the EA Indemnified Parties for, all Losses directly or indirectly arising out of the Franchised Business's operation; the business Franchisee conducts under this Agreement; Franchisee's noncompliance or alleged noncompliance with any law, ordinance, rule, or regulation, including any allegation that EA or another EA Indemnified Party is a joint employer or otherwise responsible for Franchisee's acts or omissions relating to Franchisee's employees; or Franchisee's breach of this Agreement, including, without limitation, in all such cases all Losses alleged to be caused by the EA Indemnified Party's negligence or willful misconduct. At the election of any EA Indemnified Party, in its sole discretion, Franchisee agrees either (1) to defend the EA Indemnified Parties against any and all such Losses, including those alleging the EA Indemnified Party's negligence or willful misconduct; or, (2) pay all costs related to a EA Indemnified Party's, by itself or through the counsel of its choice, defense of or other response to any claim. The EA Indemnified Parties further reserve the right, in cooperation with Franchisee and at Franchisee's sole expense, to agree to settlements or take any other remedial, corrective, or other actions for all Losses for which Franchisee is responsible pursuant to this Paragraph B.

C. **By EA.** EA agrees to indemnify and hold harmless Franchisee and its owners, directors, officers, employees, agents, successors, and assignees (the "Franchisee Indemnified Parties" together with the EA Indemnified Parties, the "Indemnified Parties") against, and to reimburse any one or more of the Franchisee Indemnified Parties for, all Losses, including defense costs incurred in defending any action under Paragraph B, that Franchisee incurs as a result of a claim asserted by a third party, but only to the extent that a final unappealable ruling issued by a court or arbitrator with competent jurisdiction has determined that a EA Indemnified Party's negligence or willful misconduct in fact occurred and solely and directly caused the Losses that the Franchisee Indemnified Party incurred, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or joint employment) or EA's failure to compel Franchisee to comply with this Agreement.

D. **Survival.** This Section 14 will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. The Indemnified Party need not seek recovery

from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against the other Party under this Section 14. The Parties agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that the Indemnified Party may recover pursuant to this Section 14.

15. COVENANTS

A. Definition of Competitive Business. The term "Competitive Business" means:

(1) any business in which a primary item prepared or sold by the business includes fresh flowers; fresh fruit that is cut into flower or other shapes and arranged in containers as floral designs; fruit dipped in chocolate or other consumable toppings; or any gifting business featuring treats such as cupcakes, cookies, donuts, or other baked goods; or,

(2) any business granting franchises or licenses to others to operate a business described in Paragraph (1) (other than an EDIBLE® Business operated under a franchise agreement with EA).

B. In-Term. Franchisee and its owners acknowledge that Franchisee and its owners will receive access to valuable specialized training and Confidential Information which provides a competitive advantage to the System. Therefore, Franchisee agrees that, during this Term, neither Franchisee, any of its owners, nor any of its or its owners' spouses will:

(1) have any direct or indirect controlling interest as an owner – whether of record, beneficial, or otherwise – in a Competitive Business, wherever located or operating;

(2) have any direct or indirect non-controlling interest as an owner – whether of record, beneficial, or otherwise – in a Competitive Business, wherever located or operating (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(3) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(4) divert or attempt to divert any actual or potential business or customer of the Franchised Business to a Competitive Business;

(5) solicit other franchisees, or use available lists of franchisees, for any commercial purpose other than purposes directly related to the operation of the Franchised Business;

(6) authorize, assist, or induce another to develop, open or operate a Competitive Business; or

(7) engage in any other activity which might injure the goodwill of the Marks and EDIBLE® and EDIBLE ARRANGEMENTS® franchise system.

C. Post-Term. Franchisee and its owners covenant that Franchisee and its owners, for a continuous uninterrupted period commencing upon the earlier of: (i) the expiration, termination, or Transfer of this Franchise Agreement for any reason; or (ii) the time any owner ceases to be an owner of

the Franchised Business, and continuing for two years thereafter, except as otherwise approved in writing by EA, neither Franchisee nor its owners shall directly or indirectly, for themselves or through, on behalf of or in conjunction with any other person or entity:

(1) Have any direct or indirect (e.g., through a spouse, sibling, child, or parent) interest as an owner (whether of record, beneficial, or otherwise), investor, partner, director, officer, employee, consultant, representative, or agent in any Competitive Business located or operating:

(a) at the Store Location of Franchisee's former Franchised Business;

(b) within five (5) miles of the Store Location of Franchisee's former Franchised Business;

(c) within five (5) miles of the store locations of any other EDIBLE® Businesses in operation on the Effective Date to the extent any of such store locations is still operational on the effective date of the termination or expiration of this Agreement; or

(d) within five (5) miles of the store locations of any other EDIBLE® Businesses in operation on the later of the effective date of the termination or expiration of this Agreement or the date on which the restricted person begins to comply with this subsection;

(2) Divert or attempt to divert any customer of EDIBLE® Businesses to any other business or to perform any other act injurious or prejudicial to the goodwill associated with the Marks or the System;

(3) Solicit other franchisees, or use available lists of franchisees, for any commercial purpose;

(4) Authorize, assist, or induce another to perform any action prohibited by this Paragraph C.

D. **Directives.** In the event of any dispute related to this Section 15, Franchisee and its owners direct any third party construing this Section 15, including without limitation any court, mediator, master, or other party acting as trier or fact or law:

(1) To conclusively presume that the restrictions set forth in this Section 15 are reasonable and necessary in order to protect (i) EA's legitimate business interests, including without limitation the interests of EA's other franchisees; (ii) the confidentiality of the Confidential Information; (iii) the integrity of the System; (iv) EA's investment in the System; (v) the investment of EA's other franchisees in their franchised businesses; and (vi) the goodwill associated with the System;

(2) To conclusively presume that the restrictions set forth in this Section 15 will not unduly burden Franchisee or its owners' ability to earn a livelihood;

(3) To construe this Section under the laws governing distribution contracts between commercial entities in an arms-length transaction, and not under laws governing employment contracts; and

(4) To conclusively presume that any violation of the terms of this Section 15 (i) was accompanied by the misappropriation and inevitable disclosure of Confidential Information; and (ii) constitutes a deceptive and unfair trade practice and unfair competition.

E. Interpretation. Franchisee and its owners agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section 15 are held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to extent reasonably necessary to protect EA's legitimate business interests. Franchisee and its owners agree that the existence of any claim it or they may have against EA will not constitute a defense to the enforcement of the covenants of this Section 15. Franchisee agrees to pay all damages, costs, and expenses (including reasonable attorney's fees) EA may incur in enforcement of this Section. If a person fails to comply with the covenants in this Section, then the restrictive period will be extended for each day of noncompliance. EA has the right to reduce the scope of any restrictive covenant set forth in this Section at any time, by giving notice to the Franchisee.

F. Tolling. To provide the protection and restriction intended herein, the two-year period provided in Section 15.C shall be automatically tolled during the pendency of a proceeding whereby either party challenges or seeks to enforce the covenant-not-to compete, provided that such proceeding is initiated during the term of this Agreement or during the two-year post-termination period as provided herein.

G. Publicly Held Corporations. Sections 15.B and 15.C of this Franchise Agreement shall not apply to the ownership by Franchisee or its owners of less than a 5% interest in the outstanding equity securities of any publicly-held corporation.

H. Execution of Covenants by Management. Franchisee agrees to obtain appropriate covenants from its officers, directors, and managers. EA has the right to review and pre-approve the form of non-competition agreement Franchisee uses—solely to ensure that Franchisee adequately protects Confidential Information and the competitiveness of EDIBLE® Businesses—and to be a third-party beneficiary of those agreements with independent enforcement rights. Under no circumstances will EA control the forms or terms of employment agreements Franchisee uses with its employees or otherwise be responsible for Franchisee's labor relations or employment practices.

I. Covenant as to Anti-Terrorism Laws. Franchisee and its owners agree to comply with, and/or to assist EA to the fullest extent possible in its efforts to comply with the USA Patriot Act and USA Freedom Act, and all other present and future U.S. federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts or acts of war.

16. TRANSFERS

A. Definition of Transfer. "Transfer" means a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition of any interest in: (a) this Agreement; (b) Franchisee; (c) the Franchised Business or substantially all of its assets; or, (d) Franchisee's owners (if such owners are legal entities). The following events, without limitation, shall be deemed a Transfer:

(1) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest;

(2) merger or consolidation or issuance of additional securities or other forms of ownership interest;

(3) any sale of a security convertible to an ownership interest;

(4) transfer of an interest in Franchisee, this Agreement, the Franchised Business or substantially all of its assets, or any parent of the Franchisee, in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;

(5) if Franchisee, one of its owners, or an owner of any parent of the Franchisee, as applicable, dies, a transfer of an interest in Franchisee, this Agreement, the Franchised Business or substantially all of its assets, or Franchisee's parent by will, declaration of or transfer in trust, or under the laws of intestate succession; or,

(6) pledge of this Agreement (to someone other than EA) or of an ownership interest in Franchisee or its owners as security, foreclosure upon the Franchised Business, or Franchisee's transfer, surrender, or loss of the Franchised Business's possession, control, or management.

B. **By EA.** Franchisee acknowledges that EA maintains a staff to manage and operate the franchise system and that staff members can change as employees come and go. Franchisee represents that it has not signed this Agreement in reliance on any particular shareholder, director, officer, or employee remaining with EA in that capacity. EA may change its ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After EA's assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, EA no longer will have any performance or other obligations under this Agreement, and Franchisee will look solely to the transferee or assignee, and not to EA, for satisfaction of any obligation transferred or assigned. EA may also sell its assets (including this Agreement), or the System to a third party; offer its ownership interests privately or publicly; merge, acquire other business entities, or be acquired by another business entity; and/or undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring.

C. **EA's Right to Approve Transfers by Franchisee**. Franchisee understands and acknowledges that the rights and duties this Agreement creates are personal to Franchisee (or, if Franchisee is an entity, to Franchisee's owners) and that EA has granted Franchisee the franchise in reliance upon its perceptions of Franchisee's (or its owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, no Transfer may occur without EA's prior written approval, which EA will not unreasonably withhold or delay, if Franchisee satisfies the conditions set forth in this Article 16. Franchisee acknowledges and agrees that EA has the absolute right to analyze, perform due diligence, and vet any potential transferee or assignee to determine its ability to comply with the System, and a denial of the transfer based on EA's judgment shall not be deemed unreasonable. Franchisee expressly authorizes EA to:

(1) contact and communicate with any proposed transferee or assignee regarding the Franchised Business and the System;

(2) share any information or reports with the proposed transferee or assignee; and,

(3) withhold consent to the Transfer in EA's sole discretion.

Franchisee waives any and all claims that such conduct constitutes tortious interference with contractual or business relations or is otherwise unlawful or tortious. Any Transfer without EA's approval is a breach of this Agreement and has no effect, meaning that Franchisee (and its owners) will continue to be obligated to EA for all of Franchisee's obligations under this Agreement. If Franchisee wants EA to help Franchisee sell the Franchised Business, for example, by finding a buyer for the Franchised Business, EA may charge Franchisee its then current franchise resale assistance fee and require Franchisee to sign EA's then current form of franchise resale assistance agreement.

D. Conditions for Approval of Transfer. If Franchisee (and its owners) are in substantial compliance with this Agreement, then, subject to the other provisions of this Section 16, EA will approve a Transfer that meets all of the requirements in this Section 16.C.

(1) Transfer of Ownership Interest Among Owners. Any portion of the ownership interest in Franchisee, if it is an entity, or the Franchised Business to a Person who is an existing owner of the Franchisee, if it is an entity, or the Franchised Business (determined as of the date on which the proposed transfer will occur) may be transferred if:

(a) the proposed transferee and its direct and indirect owners (if the transferee is an entity) are not in default of any obligations under this Agreement or any other agreement, contract, or independent obligations with EA, its affiliates, its landlord, or a third-party vendor;

(b) the proposed transferee and its direct and indirect owners have no ownership interest in and do not perform of services for a Competitive Business;

(c) the proposed transferee and its direct and indirect owners (if the transferee is an entity) have signed or will sign EA's then current Guaranty and Assumption of Obligations agreement;

(d) Franchisee pays EA a Transfer fee of twenty-five hundred dollars ($2500), which is due when Franchisee requests approval of the Transfer and nonrefundable whether or not the Transfer occurs; and

(e) the proposed Transfer does not violate any law.

(2) Transfer of Franchise Rights or Ownership Interest in to a Third-Party. If the proposed Transfer is of all or some of the franchise rights or ownership interest in either the Franchisee, if the Franchisee is an entity, or the Franchised Business to a Person who does not currently own any interest in either the Franchisee or the Franchised Business, then all of the following conditions must be met before or concurrently with the effective date of the Transfer:

(a) the transferee, in EA's judgment, must have sufficient business experience, aptitude, and financial resources to operate the Franchised Business and otherwise be qualified under EA's then-existing standards for the approval of new franchise owners or of existing franchise owners interested in acquiring additional franchises;

(b) Franchisee must have paid all Royalties, EDIBLE.COM Fees, all fees subject to the Marketing Fees Cap, fees for training, and any other amounts owed to EA, its affiliates,

and third-party vendors or landlords and submitted all required reports and statements during both the sixty (60) day period before Franchisee requested EA's consent to the Transfer and the period between Franchisee's request and the effective date of the Transfer;

(c) Franchisee must not have violated any material provision of this Agreement or any other agreement with EA or its affiliates during both the sixty (60) day period before Franchisee requested EA's consent to the Transfer and the period between Franchisee's request and the effective date of the Transfer;

(d) the transferee and its owners (if the transferee is an entity) or affiliates must not have an ownership interest (direct or indirect) in or perform services for a Competitive Business;

(e) the transferee (or its Managing Owner) and its manager (if different from the Franchised Business's manager) must satisfactorily complete EA's initial training program, for which the transferee must pay EA its then current initial training fee;

(f) Franchisee's landlord(s) allows it to assign or sublease its Store Location to the transferee;

(g) Franchisee is not in default of any loan or financing or security agreement, and, upon request, Franchisee will provide evidence of the same;

(h) the transferee or Franchisee, as applicable, shall, if EA so requires, sign EA's then current form of franchise agreement ("Replacement Franchise Agreement") and related documents, all of which provisions shall supersede any contained herein, including the initial term and Delivery Area set forth therein, which provisions may differ materially from this Agreement. Notwithstanding the foregoing, the initial term of the Replacement Franchise Agreement will only apply if any applicable landlord consents to any necessary extension of the lease term. Notwithstanding anything to the contrary in the Replacement Franchise Agreement, the Royalty and Marketing Fees Cap contained in this Agreement shall supersede any contrary provisions in the Replacement Franchise Agreement for that period of the initial term of the Replacement Franchise Agreement equal to the remaining time left in the Term at the time of Transfer;

(i) Franchisee or the transferee pays EA a Transfer fee in an amount equal to ten thousand dollars ($10,000), one-half (½) of which is due when Franchisee requests approval of the Transfer and is nonrefundable, whether or not the Transfer actually occurs, and the other one-half (½) of which is due if and when the Transfer occurs. However, no Transfer fee is due if, upon a spouse's death, that spouse's interest in the franchise rights granted by this Agreement, the Franchised Business, or the Franchisee, is transferred to the surviving spouse;

(j) Franchisee pays EA the REMAP fee as set forth in Section 9.H herein;

(k) Franchisee (and its transferring owners) signs a general release, in a form satisfactory to EA, of any and all claims against EA and its owners, officers, directors, employees, and agents;

(l) EA determines that the purchase price and payment terms will not adversely affect the transferee's operation of the Franchised Business;

(m) if Franchisee or its owners finance any part of the purchase price, they agree that, until such time that the transferee's obligations are satisfied, that Franchisee and its owners:

(i) agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Franchised Business are subordinate to the transferee's obligation to pay Royalties, EA Marketing Initiatives contributions, and other amounts due to EA, its affiliates, and third-party vendors;

(ii) shall remain secondarily liable to EA for all payment obligations related to the Franchised Business, including Royalties, EA Marketing Initiatives contributions, and other amounts due to EA; and

(iii) must obtain EA's approval of any default provisions that allow Franchisee or its owners to take back control of the Franchised Business, which right shall not be automatic, and satisfy any conditions EA reasonably imposes prior to taking such control;

(n) at EA's option, Franchisee or transferee, as applicable, makes or agrees to make the improvements, upgrades, and updates in the Franchised Business and its Operating Assets that EA determines are necessary to bring into compliance with then-current System Standards, irrespective of the cost limitations in Section 4.D.2, and within the time period EA specifies;

(o) Franchisee and its transferring owners will not directly or indirectly at any time or in any manner (except with respect to other EDIBLE® Businesses they own and operate) identify themselves in any business as a current or former EDIBLE® Business or as one of EA's franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of an EDIBLE® Business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with EA; and

(p) the proposed Transfer does not violate any law.

E. <u>Transfer for the Convenience of Ownership.</u> Notwithstanding any contrary provisions of this Section 16, if Franchisee is an individual or two or more individuals and fully complying with this Agreement, Franchisee may, upon prior written notice to EA, transfer this Agreement to a corporation or limited liability company that conducts no business other than the Franchised Business and, if applicable, other EDIBLE® Businesses, in which Franchisee maintains management control, and of which Franchisee owns and controls one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of the Franchised Business's assets are owned, and the

Franchised Business is conducted, only by that single corporation or limited liability company. Before the Transfer will be deemed effective, the corporation or limited liability company must expressly assume all of Franchisee's obligations under this Agreement by signing EA's required form of assignment and assumption agreement. Franchisee must immediately give EA all information regarding the corporation or limited liability company that EA requests and pay EA with its Transfer request a fee in the amount of three hundred and fifty-dollars ($350). Franchisee agrees to remain personally liable under this Agreement as if the Transfer to the corporation or limited liability company did not occur.

F. **Upon Death or Disability.** Upon the death or disability of the Franchisee, or if Franchisee is an entity, its Managing Owner, the obligations of this Section 16.F. shall be automatically triggered. The term "disability" means a mental or physical disability, impairment, or condition that is prevents or is reasonably expected to prevent Franchisee or the Managing Owner from supervising the management and operation of the Franchised Business.

(1) **Transfer Upon Death or Disability**. Franchisee's or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must Transfer Franchisee's interest in the franchise rights granted by this Agreement, or the Managing Owner's ownership interest in Franchisee, to a third-party, which may be Franchisee's or the Managing Owner's heirs, beneficiaries, or devisees. Such Transfer must be completed within a reasonable time, not to exceed nine (9) months from the date of death or disability and is subject to all of the terms and conditions in this Section 16. A failure to Transfer Franchisee's interest in the franchise rights granted by this Agreement or the Managing Owner's ownership interest in Franchisee within this time period is a breach of this Agreement.

(2) **Operation Upon Death or Disability**. Prior to the effective date of any Transfer pursuant to Section 16.F.(1), to ensure proper operation of the Franchised Business, the following obligations shall apply:

(a) If a certified manager is not managing the Franchised Business, Franchisee's or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, appoint a manager. The manager must promptly complete EA's standard training program at Franchisee's expense;

(b) In the case of the death or disability of the Managing Owner, a new Managing Owner acceptable to EA also must be appointed within thirty (30) days; and,

(c) If, in EA's judgment, the Franchised Business is not being managed properly any time after Franchisee's or the Managing Owner's death or disability, EA may, but need not, assume the Franchised Business's management or appoint a third-party to assume its management, provided that if EA does so:

(i) the manager will not exercise direct or indirect control over the working conditions of the Franchised Business's employees, except to the extent such indirect control is related to EA's legitimate interest in protecting the quality of products, service, or the EDIBLE® and EDIBLE ARRANGEMENTS® brand;

(ii) all funds from the Franchised Business's operation while it is under EA's (or the third party's) management will be kept in a separate account, and all expenses will be charged to this account;

(iii) EA may charge Franchisee, in addition to other amounts due under this Agreement, four hundred dollars ($400) per day, plus EA's (or the third-party's) direct out-of-pocket costs and expenses; and

(iv) EA (or the third-party) has a duty to utilize only reasonable efforts and, provided that neither party is not grossly negligent and does not commit an act of willful misconduct, EA will not be liable to Franchisee or its owners for any debts, losses, or obligations the Franchised Business incurs, or to any of Franchisee's creditors for any products, other assets, or services the Franchised Business purchases, while EA or the third-party manages it.

G. Effect of Consent to Transfer. EA's consent to a Transfer of this Agreement and the Franchised Business, or any interest in Franchisee or its owners, is not a representation of the fairness of the terms of any contract between Franchisee and the transferee, a guarantee of the Franchised Business's or transferee's prospects of success, or a waiver of any claims EA has against Franchisee (or its owners) or of EA's right to demand the transferee's full compliance with this Agreement.

H. EA's Right of First Refusal. If Franchisee or any of its owners desire to accept any valid, bona fide offer from a third party for a Transfer, then Franchisee must notify EA in writing of each offer and provide EA with copies of all relevant documentation related to such offer. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price. EA shall have the right and the option, exercisable within thirty (30) days of receiving such offer and all relevant documentation, to purchase the interest offered for the price and on the terms and conditions contained in the offer ("First Option Period"), provided that:

(1) The terms of the offer shall not be revocable as to EA during the First Option Period, regardless if the third-party offeror withdraws;

(2) EA may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held entity);

(3) EA's credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, EA or its designee may provide promissory notes with the same terms as those offered by the proposed buyer);

(4) EA will have an additional thirty (30) days to prepare for closing after notifying Franchisee of its election to purchase;

(5) EA must receive, and Franchisee and its owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable, including, without limitation, representations and warranties regarding:

(a) ownership and condition of and title to ownership interests and/or assets;

(b) Franchisee's and its owners' authorization to sell, as applicable, any ownership interests or assets without violating any law, contract, or requirement of notice or consent;

(c) liens and encumbrances relating to ownership interests and/or assets;

(d) validity of contracts and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased; and

(e) indemnities for all actions, events, and conditions that existed or occurred in connection with the Franchised Business before the closing of EA's purchase;

(6) If the offer is to purchase all of Franchisee's ownership interests, EA may elect instead to purchase all of the assets of the Franchised Business (and not any of Franchisee's ownership interests) on the condition that the amount EA pays Franchisee for such assets equals the full value of the transaction as proposed in the offer (*i.e.*, the value of all assets to be sold and of all liabilities to be assumed);

(7) If the price offered to Franchisee or its selling owner(s) for the interest proposed to be transferred includes all or a portion of the transfer fee referenced in Subsection 16.C.(2)(h) above, EA or its designee may reduce the purchase price it must pay (if it exercises the right of first refusal) by the amount of that transfer fee (or portion of the transfer fee); and

(8) EA may assign its right of first refusal under this Section 16.H to an affiliate of EA or to any other third party designated by EA, and any such assignee shall have all of the rights of EA with respect to such right of first refusal.

I. EA's Rights Upon Expiration of the First Option Period. If, EA does not exercise its right of first refusal during the First Option Period, Franchisee shall notify EA in writing of any material change in the terms of the sale ("Change in Conditions"). Upon such Change in Conditions or if Franchisee does not complete the sale to the proposed buyer within sixty (60) days from notice that EA will not exercise its rights, EA or its designee will have an additional right of first refusal during the thirty (30) day period (the "Second Option Period"), following either the Change in Conditions or the expiration of the 60-day period, either on the terms originally offered or the modified terms, at EA's or its designee's option. If EA does not exercise its right of first refusal during the First Option Period or the Second Option Period, the proposed Transfer to a third-party shall remain subject to all the conditions of this Section 16.

J. Effect of EA's Exercise of its Option. EA's exercise of its rights pursuant to this Section 16 shall not constitute a waiver of any other provision of this Agreement, including without limitation the post-term covenants in Section 15.C and shall be deemed a Transfer for purposes of Section 16.C. EA has the unrestricted right to assign its rights of first refusal to a third- party.

K. Public Offerings. Notwithstanding any other provisions in this Agreement, Franchisee (and its owners) may not, without EA's prior written consent, which EA may grant or withhold for any or no reason, attempt to raise or secure funds by selling or offering to sell any ownership interest in Franchisee (including, without limitation, common or preferred stock, bonds, debentures, membership interests, or general or limited partnership interests) in a public offering for which a registration statement must be filed with the Securities Exchange Commission or with any similar state regulatory authority

having jurisdiction over the sale of securities where registration is required as a condition of the sale of securities in that state.

17. EVENTS OF DEFAULT

A. Events of Default with Opportunity to Cure. EA may, but shall not be obligated to, exercise any of the remedies provided for in Section18, including, but not limited to termination of this Agreement upon the occurrence of any of the following, all of which shall constitute an Event of Default by Franchisee under this Agreement, provided that:

(1) Franchisee shall have thirty (30) days from the date EA sends Franchisee written notice of the same to cure the following Events of Default:

(a) Franchisee's (or any of its owners') failure to comply with any provision of this Agreement or any mandatory System Standard, not otherwise set forth in this Section 17; or

(b) Franchisee's failure to maintain the insurance EA requires, or to provide proof of such insurance;

(c) Franchisee's failure to initiate and complete any required maintenance or modification of the Store Location, the Franchised Business, or its Operating Assets.

(2) Franchisee shall have ten (10) days from the date EA sends Franchisee written notice of the same to cure the following Events of Default:

(a) Franchisee's failure to pay EA (or its affiliates) any amounts due or to have sufficient funds in its account when EA (or its affiliates) attempts to withdraw the funds electronically;

(b) Franchisee's failure to have any real estate brokers, architects, general contractors or suppliers approved by EA as required by this Agreement;

(c) Franchisee's failure to have any marketing or advertising materials approved by EA as required by this Agreement;

(d) Franchisee's failure to offer all products or services required by EA;

(e) Franchisee's offer of any products or services not required or otherwise approved by EA from the Store Location or in the operation of the Franchised Business, unless, in EA's reasonable opinion, Franchisee's offer of any such unapproved products or services creates an immediate threat to health and safety in which case no cure period shall be applicable;

(f) Franchisee's failure to maintain or observe the health and sanitation procedures prescribed by EA or by applicable law, unless, in EA's reasonable opinion, such failure is an immediate threat to health and safety in which case no cure period shall be applicable;

(g) Franchisee's failure to operate the Franchised Business in compliance with the Operations Manual;

(h) Franchisee's (or its owners') default under any other agreement with EA or its affiliates;

(i) Franchisee's refusal to allow EA to inspect the Franchised Business or its records upon demand;

(j) Franchisee's unwillingness or failure to complete any training required by this Agreement or EA and its affiliates, provided however that failure to complete Initial Training is an Event of Default for which there is not opportunity to cure;

(k) Franchisee's failure to pay any third-party vendor or supplier any amounts due for its purchases from that vendor or supplier, or failure to pay its landlord any rent due or other financial obligation for the Store Location, unless: Franchisee is in good faith contesting its liability for those amounts; Franchisee notifies EA in writing of the reason for its non-payment; and EA agrees that Franchisee has a legitimate reason for the non-payment;

(l) Franchisee's default under a loan of any kind, unless: Franchisee is in good faith contesting its liability for those amounts; Franchisee notifies EA in writing of the reason for its non-payment; and EA agrees that Franchisee has a legitimate reason for the non-payment; or

(m) Franchisee's failure to notify and gain approval of name change pursuant to Section 11.B.(4).

Franchisee may only avoid termination or the application of other remedies by immediately acting to cure such Event of Default and curing it to EA's satisfaction during the applicable cure period as provided in Section 17A. If any such Event of Default is not cured within the specified period, or such longer period as required by law, then this Agreement shall immediately terminate upon EA's written notice to Franchisee.

B. **Events of Default Without Opportunity to Cure.** EA may, but shall not be obligated to, exercise any of the remedies provided for in Section 18 of this Agreement including, but not limited to, termination of this Agreement immediately upon the occurrence of any of the following, all of which shall constitute an Event of Default by Franchisee under this Agreement without providing Franchisee any opportunity to cure:

(1) Franchisee (or any of its owners) has made or makes any material misrepresentation or omission in acquiring the franchise or operating the Franchised Business;

(2) Franchisee does not secure a site for its Store Location by the Site Selection Deadline;

(3) Franchisee does not commence operating the Franchised Business by the Opening Deadline;

(4) Franchisee (or its Managing Owner) does not satisfactorily complete any Initial Training;

(5) Either Franchisee's (or its owner's) action or failure to act, or the construction, maintenance, or operation of the Franchised Business results in a threat, danger, or injury to the health or safety of any person;

(6) If Franchisee (or any of its owners) engages in any violent or threatening act towards and employee, customer, or any other person;

(7) Franchisee becomes insolvent or makes an assignment for the benefit of creditors, or Franchisee files a voluntary bankruptcy petition, or if Franchisee is adjudicated as bankrupt through an involuntary petition or otherwise, or if a court appoints a receiver or other custodian of Franchisee's business or assets, or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed), or if execution is scheduled to be levied or is levied against the Franchised Business, or suit to foreclose any lien or mortgage against the Franchised Business is instituted against Franchisee and not dismissed within thirty (30) days, or if any substantial real or personal property of the Franchised Business is noticed to be sold or shall be sold as a result of any levy thereon;

(8) Franchisee ceases operation of the Franchised Business for three (3) consecutive days without EA's prior written approval;

(9) Franchisee relocates the Franchised Business without EA's prior written consent;

(10) Franchisee surrenders control of the operation of the Franchised Business without EA's prior written consent;

(11) Franchisee fails to initiate or complete any maintenance, improvements, or upgrades to the Store Location or the Operating Asset as required by EA from time to time within thirty (30 days) of receiving notice thereof or another timeframe which EA may designate;

(12) Franchisee (or any of its owners) is or has been convicted by a trial court of, or pleads or has pleaded guilty or no contest to a crime or offense that EA reasonably believes is likely to have an adverse effect on the Franchised Business, the System or the goodwill associated with the Marks, or a felony;

(13) Franchisee (or any of its owners) engages in any dishonest, unethical, or discriminatory conduct which, in EA's opinion, adversely affects the reputation of the Franchised Business, the System, or the goodwill associated with the Marks;

(14) Franchisee (or any of its owners) makes or attempts to make an unauthorized Transfer of an ownership interest in Franchisee (or its owner), or the Franchised Business;

(15) Franchisee fails to report to EA within five (5) days any notice received by Franchisee from a governmental agency relating to any health, safety, or sanitation matter involving Franchisee's operation of the Franchised Business, or fails to cure any alleged violation thereunder within the time provided by law;

(16) Franchisee fails to pay when due any federal or state income, employment, service, sales, or other taxes due on the operation of the Franchised Business, unless: Franchisee is in good faith

contesting its liability for those amounts; Franchisee notifies EA in writing of the reason for its non-payment; and EA agrees that Franchisee has a legitimate reason for the non-payment;

(17) Franchisee knowingly maintains false books or records, knowingly submits any false statements or information to EA, or understates the Gross Sales of the Franchised Business three (3) times or more during the Term or by more than five percent (5%) on any one occasion;

(18) Franchisee (or its Owners) commits a material violation of Section 4.F. (Compliance with Laws), Section 8 (Confidential Information), Section 15 (Covenants), or Section 16 (Transfers), or violates any other provision of this Agreement which by its nature cannot be cured;

(19) Franchisee's does not have a representative in attendance at a convention of franchisees and such absence is not excused by EA;

(20) Franchisee (or any of its owners) fails to comply with any obligation under this Agreement, the System Standards, or the Operations Manual (including without limitation, Franchisee's failure to meet any standard set forth in EA's operational inspection reports related to the Store Location or Franchised Business) on three (3) or more separate occasions within any twelve (12) consecutive month period, whether or not EA notifies Franchisee of the failures or Franchisee corrects such failures;

(21) Franchisee (or any of its owners) fails to comply with the same obligation under this Agreement, the System Standards, or the Operations Manual (including without limitation, Franchisee's failure to meet any standard set forth in EA's operational inspection reports related to the Store Location or Franchised Business) on two (2) or more separate occasions within any six (6) consecutive month period, whether or not EA notifies Franchisee of the failures or Franchisee corrects such failures;

(22) Franchisee fails to correct any records deficiency identified by EA during an inspection pursuant to Section 12;

(23) Franchisee has a judgment issued against it from any court that is not satisfied or properly appealed so that it is stayed from execution within thirty (30) days ofissuance;

(24) Franchisee receives notification from the landlord of the Store Location that the landlord is retaking possession of the Store Location, an eviction proceeding is filed against the Franchisee, or if Franchisee otherwise loses the right to possession of the Store Location;

(25) Franchisee loses the right to occupy the Store Location (but not because of its lease default), or the Store Location is damaged to such an extent that Franchisee no longer can operate the Store Location for a thirty (30) day period, and Franchisee fails both to relocate the Store Location to a substitute site EA accepts and to begin operating the Store Location from that substitute site within one hundred eighty (180) days from the date Franchisee could not occupy the Store Location;

(26) If EA or its affiliates terminates any other agreement between Franchisee (or its owners) and EA or its affiliates for Franchisee's (or its owners) default thereunder;

(27) Franchisee alleges or purports to terminate this Agreement prior to its expiration, which Franchisee has no right to do;

(28) Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated with the Marks or EA's rights in or to any aspect of the System; or

(29) Franchisee's or any of its owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or Franchisee or any of its owners otherwise violate any such law, ordinance, or regulation.

C. Definition. The actions, occurrences, and breaches described in Sections 17.A and 17.B shall constitute an "Event of Default" under this Agreement.

D. No Waiver. In no event shall any failure of EA to provide notice of any Event of Default or enforce any available remedy upon the occurrence of an Event of Default be deemed to be a waiver of its right to exercise any such remedy or its right to enforce all obligations and full performance of this Agreement as described herein.

18. TERMINATION AND REMEDIES

A. Termination and Other Remedies. Upon Franchisee's failure to cure any Event of Default within the time period set for in Section 17.A or immediately upon the occurrence of any Event of Default in Section 17.B, EA may, in its sole discretion and without liability to Franchisee or any other person, exercise any or all of the following remedies:

(1) Immediately terminate this Agreement by providing Franchisee written notice of such termination;

(2) Enter the Store Location and complete at Franchisee's sole expense any required upgrade, modification, or maintenance necessary to comply with the then-current System Standards;

(3) Require Franchisee to have audited financial statements prepared annually during the Term;

(4) Remove Franchisee from any advertising materials used for the system while such default or non-compliance continues or for such other period of time that EA, in its sole discretion deems appropriate, provided that Franchisee shall remain responsible for all costs of participation;

(5) Suspend or terminate any fee reductions which EA might have agreed to during the Term of this Agreement or any amendment to this Agreement;

(6) Require Franchisee to undergo additional inspections at Franchisee's sole cost;

(7) Require Franchisee, its Managing Owner, its onsite manager, or other employees of the Franchisee to participate in additional training at Franchisee's sole cost;

(8) Refuse to provide any operational support that this Agreement otherwise requires EA to provide, including other information technology and network services;

(9) Assess Franchisee a fine up to $500 per day for each day an Event of Default or failure remains uncured beyond any applicable cure period;

(10) Reduce the size of any Delivery Area including reducing the Population Threshold for the remainder of the Term or any other time frame EA designates;

(11) Take any action to cure a breach or Event of Default on Franchisee's behalf and require Franchisee to reimburse EA for all costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee;

(12) Require Franchisee to temporarily close the Store Location and suspend operations of the Franchised Business until such time EA, in its sole discretion, determines the Franchisee is fully compliant with this Agreement, the System Standards, the Operations Manual, and any other obligation between EA or its affiliates, provided that Franchisee shall remain obligated to continue to pay all fees required under this Agreement, including without limitation the Royalty, Marketing Fees Cap, EDIBLE.COM fees, or other payments due to EA or its affiliates;

(13) Assume or appoint a third-party to assume the management of the Franchised Business. On account of such assumption of management, Franchisee shall be required to: pay Four Hundred Dollars ($400) per day, plus out of pocket costs and expenses of EA or the third-party, in addition to all other fees pursuant to this Agreement; and at EA's election, relinquish all Gross Sales generated during the time in which EA or the third-party manages the Franchised Business. Such assumption of management shall continue until such time EA, in its sole discretion, determines that either: (a) the Franchisee or its Managing Owner can operate the Franchised Business in full compliance with this Agreement, the System Standards, the Operations Manual, and any other obligation between EA or its affiliates; or (b) EA exercises is right to terminate this Agreement, which shall not be affected by EA's exercise of its rights pursuant to this Section 18.A.16. EA shall have no liability to Franchisee for any debts, losses, or obligations of Franchisee or the Franchised Business during the time or a third-party manages the Franchised Business; or,

(14) Reduce, modify, suspend, or otherwise terminate any other of Franchisee's rights under this Agreement while such default or non-compliance continues or for such other period of time that EA, in its sole discretion deems appropriate, provided that Franchisee shall remain responsible for all fees or obligations under this Agreement.

B. **Election of Remedies.** If EA exercises any remedies in Section 18.A, EA may at any time after the appropriate cure period, if any, terminate this Agreement without giving Franchisee any additional corrective or cure period. EA's exercise of its rights under Section 18.A will not be a waiver of any breach of this Agreement or EA's right to exercise any other remedies, or to terminate this Agreement pursuant to Section 18.A.(1).

C. **Prohibition on Franchisee Withholding Payments.** Franchisee agrees that it will not withhold payment of any amounts owed to EA on the grounds of EA's alleged nonperformance of any of its obligations under this Agreement or for any other reason. EA may set off any amounts that Franchisee or its owners or affiliates owe EA, EA's affiliates, or others (whether under this Agreement or another agreement) against any amounts that EA or its affiliates owe Franchisee or its owners or affiliates (whether under this Agreement or otherwise). Franchisee specifically waives any right it may have at law or in equity to set off any funds or to fail or refuse to perform any of its obligations under this Agreement. Franchisee

agrees to submit all claims, unless otherwise resolved by the parties' mutual agreement, pursuant to provisions of Section 20 below.

D. General Provisions Concerning Default and Termination. In any arbitration or other proceeding in which the validity of EAs termination of this Agreement or refusal to enter into a successor franchise agreement is contested, EA may cite to and rely upon all defaults or violations of this Agreement, not only the defaults or violations referenced in any written notice. Franchisee agrees that EA has the right and authority (but not the obligation) to notify any lender and any or all of Franchisee's owners, landlords, creditors, and/or suppliers if Franchisee is in default under, or EA has terminated, this Agreement.

19. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION

A. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights granted to Franchisee under this Agreement shall immediately terminate including the license to use the Marks and Franchisee's right to operate the Franchised Business. Notwithstanding the foregoing, the following provisions shall survive the termination or expiration of this Agreement: Section 4.F., Section 8, Section 11.A.(2), Section 14, Section 15, Section 19, Section 20, Section 21, and Section 22.

B. Cease Operating. Upon termination or expiration of this Agreement, Franchisee shall immediately cease operating the Franchised Business and cease using any of the Marks and Confidential Information; provided however, that this Section 19.B. shall not apply to the operation by Franchisee of any other franchises under the System that EA may separately and independently have granted to Franchisee and that EA has not terminated.

C. Modify the Premises. If EA does not exercise its option to acquire the Franchised business at the Store Location pursuant to this Section 19, Franchisee shall make such modifications to the premises of the Franchised Business immediately upon termination or expiration of this Franchise Agreement as may be necessary to distinguish the appearance of the premises from that of other Edible® Businesses, and Franchisee shall make such specific additional modifications as EA may reasonably request for that purpose. If Franchisee fails to comply with the requirements of this Section 19, EA shall have the right to enter upon the Store Location without being guilty of trespass or any other tort to make such modifications, at Franchisee's expense, which Franchisee shall pay upon demand.

D. Immediate Payment. Upon termination or expiration of this Agreement, Franchisee shall immediately pay all sums owing to EA, its affiliates, and its approved or designated suppliers, through the effective date of termination or expiration.

E. Liquidated Damages. If this Agreement is terminated pursuant to Section 18, EA shall be entitled, as liquidated damages and not as a penalty and solely to compensate EA for damages due to Franchisee's failure to continue operating the Franchised Business for the remainder of the Term, to a sum equal to:

(1) $15,000 to cover the administrative costs associated with the store closure; and,

(2) the average Royalties and Marketing Fees Cap owed by Franchisee (even if not paid) per month over the 12-month period preceding the date of termination (or, if the Franchised Business was not open throughout such 12-month period, then the average Royalties and

Marketing Fees Cap earned per month for the period in which the Franchised Business was open), multiplied by the lesser of: (i) 18; or (ii) the number of months remaining in the Term.

This liquidated damages provision will not limit EA's right to injunctive relief relating to any violations of this Agreement, nor limit any damages available to EA arising out of such violations. Franchisee acknowledges and agrees that the amount of liquidated damages determined in accordance with the preceding formula reasonably represents EA's monetary losses resulting from the termination of this Agreement.

F. Return of Materials. Franchisee agrees, at its own cost and without any payment from EA, to return to EA, to make available to EA for pick-up, or to destroy (at EA's option), in any case within seven (7) days of termination or expiration of this Agreement, all signs, sign-faces, sign-cabinets, menu boards, marketing materials, forms, all copies of the Manuals, Confidential Information and any and all other materials provided by EA to Franchisee or created by a third party for Franchisee relating to the operation of the Franchised Business, and all items containing any Marks ("Proprietary Materials"); provided however, that Franchisee may retain Franchisee's copy of this Franchise Agreement, and correspondence between Franchisee and EA, and any other document which Franchisee needs for compliance with any applicable laws. Franchisee shall delete from the Computer System any proprietary information, including but not limited to products, methods of preparation, inventory and pricing. In the event that Franchisee fails to comply with this obligation, EA has the right to perform such obligations on Franchisee's behalf and at Franchisee's sole expense, including by contacting any vendor that services the Computer System to disable Franchisee's access and/or by physically seizing control and possession of the Computer System to perform such obligations on Franchisee's behalf. Franchisee is obligated to pay EA fifteen thousand dollars ($15,000) for all Confidential Information and Proprietary Materials not returned to EA when required.

G. Return of Proprietary Equipment. Franchisee agrees, at its own cost and without any payment from EA, to return to EA or to make available to EA for pick-up (at EA's option) within seven (7) days of termination or expiration of this Agreement the Proprietary Equipment. If Franchisee fails to do so voluntarily when EA requires, EA or its representatives may enter the Store Location at EA's convenience and remove these items without liability to Franchisee or third parties. Franchisee must reimburse EA's costs of doing so. Franchisee is obligated to pay EA fifteen thousand dollars ($15,000) for each piece of Proprietary Equipment not returned to EA when required.

H. Close Vendor Accounts. Franchisee must close all of Franchisee's accounts with suppliers which were opened in connection with the Franchised Business. EA has the right to notify Franchisee's suppliers that this Agreement has expired or been terminated and to require them to close Franchisee's accounts, if Franchisee fails to do so.

I. Cease Identification with EA. Upon termination or expiration of this Agreement, Franchisee may not directly or indirectly at any time or in any manner identify itself in any business as a current or former EDIBLE® Business or as one of EA's current or former franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of an EDIBLE® Business in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with EA. Franchisee shall promptly cancel all assumed name or equivalent registrations relating to Franchisee's use of the Marks and notify any applicable telephone, Internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings

associated with any of the Marks; provided however, that this Section 19.I. shall not apply to the operation by Franchisee of any other franchisee under the System that EA may separately and independently have granted Franchisee and that EA has not terminated. Franchisee will authorize the transfer of the foregoing to EA or any new franchisee as may be directed by EA. Franchisee hereby irrevocably appoints EA, with full power of substitution, as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing.

J. Evidence of Compliance. Franchisee agrees to give EA evidence satisfactory to EA of Franchisee's compliance with these obligations.

K. EA's Purchase and Lease Rights. Upon the termination or expiration of this Agreement. EA shall have the right, but not the obligation, pursuant to this Section 19.K., to purchase the Franchised Business and/or the assets of the Franchised Business and/or lease the premises of the Franchised Business, or to assign this right to any party of EA's choosing, at its election (the "Purchase Option").

(1) Time to Exercise. EA or its designee to whom EA has assigned the Purchase Option, may exercise the Purchase Option by giving Franchisee written notice no later than thirty (30) days after the date of termination or expiration, of its intent either:

(a) to purchase the assets of the Franchised Business and/or the fee simple interest in the premises of the Store Location (if Franchisee or one of its affiliates owns such premises) or,

(b) if Franchisee (or one of its affiliates) does not own the premises or EA chooses not to purchase Franchisee's (or its affiliate's) fee simple interest in the premises, to purchase the assets of the Franchised Business and/or exercise its rights to the premises pursuant to subparagraph (3) below.

(2) Representations and Warranties. EA is entitled to all customary warranties and representations in its asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; liabilities affecting the assets, contingent or otherwise; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Franchised Business before the closing of EA's purchase.

(3) Right to Premises. If Franchisee leases the premises for its Store Location from an unaffiliated lessor, or if EA chooses not to purchase Franchisee's (or its affiliate's) fee simple interest in the premises, Franchisee agrees (as applicable) at EA's election:

(a) to assign its leasehold interest in the premises to EA;

(b) to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the lease; or

(c) to lease the premises to EA for an initial five (5) year term, with two five (5) year renewal terms (at EA's option), on commercially reasonable terms. If the parties cannot

agree on such lease terms, the dispute will be resolved using the Appraisal method set forth in Section 19.K.(5) below.

(4) Purchase Price. The purchase price for the assets of the Franchised Business and, if applicable, the fee simple interest in the premises will be their fair market value, provided that these items will not include any value for:

(a) the Franchise or any rights granted by this Agreement;

(b) goodwill attributable to the Marks and EA's brand image and other intellectual property;

(c) participation in the network of EDIBLE® Businesses; or

(d) any Proprietary Materials or Proprietary Equipment.

EA may exclude from the assets purchased any Operating Assets or other items that are not reasonably necessary (in function or quality) to the operation of the Franchised Business or that EA has not approved as meeting System Standards for EDIBLE® Businesses, and the purchase price will reflect these exclusions.

(5) Appraisal. If EA and Franchisee cannot agree on fair market value or rental value, fair market value or rental value will be determined by one (1) independent accredited appraiser upon whom EA and Franchisee agree who will conduct an appraisal or rental determination and, in doing so, be bound by the criteria specified in subparagraph (3). Franchisee and EA agree to select the appraiser within fifteen (15) days after EA (or its assignee) notifies Franchisee that it wishes to exercise its Purchase Option (if Franchisee and EA have not agreed on fair market value before then). Franchisee and EA will share equally the appraiser's fees and expenses. The appraiser must complete its appraisal or rental determination within thirty (30) days after its appointment. The purchase price will be the appraiser's appraised value, as applicable. The rental rate will be the appraiser's rental determination, as applicable. If EA and Franchisee cannot mutually agree upon one appraiser within in fifteen (15) days of EA (or its assignee) notifying Franchisee that it wishes to exercise its purchase option, then EA, within seven (7) days thereafter, shall notify Franchisee of the names of two appraisers or firms having the capacity to perform or engage others to appraise the premises or fair market rent for the premises. Franchisee shall select, within seven (7) days after such notification by EA, one of such appraisers or firms to be responsible for determining fair market purchase price or rent value; otherwise, EA shall select one such appraiser or firm to be responsible for determining fair market value or rental value and such appraiser's or firm's decision shall be binding. EA and Franchisee shall divide equally the cost of any appraiser or firm.

Closing. EA (or its assignee) will pay the purchase price at the closing, which will take place not later than sixty (60) days after the purchase price is determined, although EA (or its assignee) may decide after the purchase price is determined not to purchase the Franchised Business and/or the fee simple interest in the premises. EA may set off against the purchase price, and reduce the purchase price by, any and all amounts Franchisee or its owners owe EA, EA's affiliates, or others on account of Franchisee's operation of the Franchised Business. At the closing, Franchisee agrees to deliver instruments transferring to EA (or its assignee):

(a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to EA), with all sales and other transfer taxes paid by Franchisee;

(b) all of the licenses and permits of the Franchised Business that may be assigned or transferred; and

(c) the fee simple or leasehold interest in the premises and improvements or a lease assignment or lease or sublease, as applicable.

If Franchisee cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, EA (or its assignee) and Franchisee will close the sale through an escrow. Franchisee and its owners further agree to execute general releases, in a form satisfactory to EA, of any and all claims against EA and its owners, affiliates, officers, directors, employees, agents, successors, and assigns. If EA exercises its rights under this Section 19.K., Franchisee and its owners agree that, for two (2) years beginning on the closing date, they will be bound by the non-competition covenant contained in Section 15.C.

(6) Prohibition on Asset Sales by Franchisee. Franchisee may not under any circumstances sell any of the assets of its former Franchised Business until EA has exercised or elected not to exercise its right to purchase those assets, as provided in this Section 19.K. However, under no circumstances may Franchisee sell any items containing any Mark, any Confidential Information, any Proprietary Materials, or any Proprietary Equipment.

20. DISPUTE RESOLUTION

A. Notice and Opportunity to Cure. As a mandatory condition precedent prior to Franchisee's taking any legal or other action against EA, whether for damages, injunctive, equitable, or other relief (including, but not limited to, relief related to termination or the remedy of rescission), Franchisee shall first give EA ninety (90) days' prior written notice and opportunity to cure any alleged act or omission, or to resolve any dispute.

B. Mediation. If a dispute arises out of or relates to this Franchise Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute by mediation using the American Arbitration Association ("AAA") or another mutually agreeable mediation service or mediator, with the mediation to be conducted at a suitable location which is within ten (10) miles of where EA has its principal business address at the time the dispute arises, before resorting to arbitration or litigation, or some other dispute resolution procedure. The foregoing shall not apply to: (i) any controversy or claim relating to ownership or use of the Marks or Confidential Information; (ii) any claim by EA for an injunction or other equitable relief; and (iii) any claim by EA for unpaid Royalties or other unpaid amounts owed to EA or its Affiliates.

C. Arbitration.

(1) Agreement to Arbitrate. Franchisee and EA agree that all controversies, disputes, or claims between EA and its affiliates, and their respective owners, officers, directors, agents and/or

employees, and Franchisee (and/or its owners, guarantors, affiliates and/or employees) arising out of or related to:

(a) this Agreement or any other agreement between them;

(b) EA's relationship with Franchisee;

(c) the validity of this Agreement or any other agreement between Franchisee and EA, or any provision of any such agreements, and the validity and scope of the arbitration obligation under this Subsection; or

(d) any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association ("AAA"). Despite Franchisee's and EA's agreement to arbitrate, they each have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction (in accordance with the requirements of Section 20.E. below); provided, however, that they must contemporaneously submit their dispute for arbitration on the merits as provided in this Section. Franchisee agrees that if EA applies for and obtains the issuance of a temporary restraining order or temporary or preliminary injunctive relief, EA shall have no obligation to post a bond in excess of $1,000 and shall be entitled to that relief without proving actual damages, and Franchisee's sole remedy, in the event of the entry of such temporary restraining order or injunction, shall be the dissolution of such order or injunction, if warranted, upon a hearing duly held (all claims for damages by reason of any wrongful issuance of any such order or injunction being expressly waived).

(2) Arbitral Procedure. The arbitration proceedings will be conducted by one arbitrator and, except as this Subsection otherwise provides, according to the AAA's then current commercial arbitration rules. Notwithstanding the foregoing, regardless of any conflict with such rules, the arbitrator may not consider any settlement discussions or offers that might have been made by either Party.

(3) Location of Arbitration. All proceedings will be conducted at a suitable location which is within ten (10) miles of where EA has its principal business address at the time the arbitration demand is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence. All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

(4) Scope of Arbitral Award. The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages, specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 20.G. below, award any exemplary, punitive, treble, or other forms of multiple damages against the other (Franchisee and EA hereby waiving to the fullest extent permitted by law, except as expressly provided in Section 20.G. below, any right to or claim for any exemplary, punitive, treble, or other forms of multiple damages against the other).

(5) Compulsory Counterclaims. Franchisee and EA agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by the United States Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred.

(6) Costs of Arbitration. Except as set forth in Section 20.F., the costs of arbitration shall be borne in equal share by both Parties. EA reserves the right, but has no obligation, to advance Franchisee's share of the costs (excluding attorneys' fees) of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished its right to seek the recovery of these costs in accordance with Subsection 20.F.

(7) Effect on Non-Signatories. The provisions of this Subsection are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

D. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE UNITED STATES FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN EA AND FRANCHISEE WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY GEORGIA LAW REGULATING THE OFFER AND SALE OF FRANCHISES OR BUSINESS OPPORTUNITIES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

E. Jurisdiction and Venue. SUBJECT TO SECTION 20.C ABOVE AND THE PROVISIONS BELOW, FRANCHISEE AND ITS OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN FRANCHISEE AND EA MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION LOCATED CLOSEST TO WHERE EA HAS ITS PRINCIPAL BUSINESS ADDRESS AT THE TIME THE ACTION IS COMMENCED, AND FRANCHISEE (AND EACH OWNER) IRREVOCABLY SUBMITS TO THE JURISDICTION OF THAT COURT AND WAIVES ANY OBJECTION IT (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THAT COURT. NONETHELESS, FRANCHISEE AND ITS OWNERS AGREE THAT EA MAY, BUT IS NOT OBLIGATED TO, ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH FRANCHISEE IS DOMICILED OR THE FRANCHISED BUSINESS IS OPERATED. FRANCHISEE AGREES THAT SECTIONS 20.C. AND 20.E. OF THIS AGREEMENT APPLY TO ALL AGREEMENTS BETWEEN FRANCHISEE (OR ITS AFFILIATES) AND EA ENTERED INTO PRIOR TO THE EFFECTIVE DATE AND SUPERSEDES ANY PROVISIONS REGARDING DISPUTE RESOLUTION IN ANY SUCH PRIOR AGREEMENTS.

F. Costs and Attorneys' Fees. If EA incurs costs and expenses (both internal and external) to enforce its rights or Franchisee's obligations under this Agreement due to Franchisee's failure to pay when due amounts owed to EA, failure to submit when due any reports, information, or supporting records, or other failure to comply with this Agreement, Franchisee agrees to reimburse EA for all of the costs and expenses (both internal and external) that EA incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Franchisee's obligation to reimburse EA arises whether or not EA begins a formal legal proceeding against Franchisee to enforce this Agreement. If EA does begin a formal legal proceeding against Franchisee to enforce this Agreement, the reimbursement

obligation applies to all costs and expenses (both internal and external) EA incurs preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

G. Waiver of Exemplary Damages. EXCEPT FOR THE PARTIES' OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS UNDER SECTION 14., AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER UNITED STATES FEDERAL LAW, EA AND FRANCHISEE (AND ITS OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY EXEMPLARY, PUNITIVE, TREBLE, AND OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THEM, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

H. Waiver of Jury Trial. FRANCHISEE AND EA IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM. EACH ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS.

I. Time Limit on Claims. Any claim arising from or related to this Agreement or the Parties' relationship will be barred unless that claim is filed in a legal proceeding (in the required or permitted forum in accordance with this Agreement) within two years from the date on which the violation, act, or conduct giving rise to the claim occurs, regardless of when the party asserting the claim knew or should have known of the facts giving rise to the claim. Franchisee and EA agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. The foregoing time limit does not apply to: (i) Franchisee's non-payment or underpayment of amounts owned to EA or its affiliates; (ii) indemnity claims under Section 14; or (iii) claims related to unauthorized use of Confidential Information and/or of the Marks. This Section does not limit EA's right to terminate this Agreement in any way.

J. Rights of Parties are Cumulative. Franchisee's and EA's rights under this Agreement are cumulative, and their exercise or enforcement of any right or remedy under this Agreement will not preclude their exercise or enforcement of any other right or remedy which they are entitled by law to enforce.

K. Private Disputes. Any dispute and any arbitration or litigation arising out of or related to this Agreement, the Parties' relationship, or the System will be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff, group, consolidated, representative, or similar basis. No arbitration or litigation arising out of or relating to this Agreement, the Parties' relationship, or the System may be: (i) brought on behalf of any franchisee association or group, and Franchisee agrees not to participate in any such litigation or arbitration; or (ii) consolidated in or with any proceeding involving any other person or entity, except that this Subsection 20.K.(ii) shall not preclude a proceeding that is solely between, on the one hand, EA and/or its affiliates, and/or their respective owners, officers, directors, agents and/or employees, and, on the other hand, Franchisee (and/or its owners, guarantors, affiliates and/or employees). Notwithstanding the foregoing or anything to the contrary contained in this Section 20, if any court or arbitrator determines that all or any part of this Section 20.K is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 20, then all parties agree that the arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in a court permitted under Section 20.E. of this Agreement.

21. GENERAL

A. Severability. Every part of this Agreement is severable. If for any reason any part of this Agreement is held to be invalid, that determination will not impair any other part, or the rest, of this Agreement; provided, however, that if EA determines that such finding of invalidity or illegality adversely affects the basic consideration of this Agreement, EA, at its option, may terminate this Agreement. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but would be enforceable if modified, Franchisee and EA agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of EA's refusal to grant a renewal franchise, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and EA may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

B. Captions. All captions in this Agreement are intended solely for the convenience of the Parties and shall not be given any legal effect.

C. Relationship of the Parties. Franchisee and EA understand and agree that this Agreement does not create a fiduciary relationship between them, that they are and will be independent contractors, and that nothing in this Agreement is intended to make either of them a general or special agent, joint venturer, partner, or employee of the other for any purpose. Nor is EA the employer or joint employer of the employees of the Franchised Business. Franchisee agrees to identify itself conspicuously in all dealings with customers, suppliers, public officials, Franchised Business personnel, and others as the Franchised Business's owner, operator, and manager under a franchise EA has granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials EA requires from time to time. EA will not exercise direct or indirect control over the working conditions of Franchised Business personnel, except to the extent such indirect control is related to EA's legitimate interest in protecting the quality of products, service, or the EDIBLE® and EDIBLE ARRANGEMENTS® brand. EA does not share or codetermine the terms and conditions of employment of Franchised Business personnel or affect matters relating to the employment relationship between Franchisee and Franchised Business employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. To that end, Franchisee agrees to identify itself conspicuously in all dealings with Franchised Business personnel as the employer of such personnel and to obtain an acknowledgment and confirmation from such personnel that EA, as the franchisor of EDIBLE® Businesses, is not their employer or joint employer and does not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions.

D. Modification and Changes. This Agreement cannot be changed or modified except by another agreement in writing signed by the Parties.

E. Time is of the Essence. If Franchisee fails to satisfy a condition or comply with an obligation of this Agreement which has a specified time period, EA is not required to give Franchisee any

additional time past the expiration of the time period to satisfy such condition or comply with such obligation.

F. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under or as a result of this Agreement upon any person or entity other than Franchisee, EA, and its affiliates.

G. **No Waiver.** No waiver by any Party of a breach or a default hereunder shall be deemed a waiver by such Party of a subsequent breach or default of a similar nature. Subsequent acceptance by EA of any payments due to EA or its affiliates under this Agreement shall not be deemed to be a waiver by EA of any preceding breach by EA of this Franchise Agreement. Franchisee and EA will not waive or impair any right, power, or option this Agreement reserves (including, without limitation, EA's right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; their failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard; EA's waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other EDIBLE® Businesses; the existence of franchise agreements for other EDIBLE® Businesses which contain provisions different from those contained in this Agreement; or EA's acceptance of any payments due from Franchisee after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to EA will be a waiver, compromise, settlement, or accord and satisfaction. EA is authorized to remove any legend or endorsement, which then will have no effect.

H. **No Implied Covenant.** The Parties have negotiated the terms of this Agreement and agree that neither Party shall claim the existence of an implied covenant of good faith and fair dealing to contravene or limit any express written term or provision of this Agreement.

I. **Commercially Reasonable Standard.** This Agreement shall be interpreted to require that all actions and non-actions must be undertaken on a commercially reasonable basis, unless sole discretion is specified. The fact that some provisions use the phrase "commercially reasonable" while other provisions do not use that phrase shall not affect the standard set forth above.

J. **Written Consent.** Whenever this Agreement requires EA's prior approval or consent, Franchisee shall make a timely written request to EA and such approval or consent will not be effective unless made in writing.

K. **Force Majeure Events.** Neither Franchisee nor EA will be liable for loss or damage or be in breach of this Agreement if its failure to perform its obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (2) acts of God; or (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalties, obligations resulting from the Marketing Fees Cap, EDIBLE.COM fees, or other amounts due afterward.

L. **No Liability for Acts of Other Party.** Except as EA is otherwise permitted under this Agreement, Franchisee and EA may not make any express or implied agreements, warranties, guarantees,

or representations, or incur any debt, in the name or on behalf of the other or represent that their relationship is other than EA and franchise owner. EA will not be obligated for any damages to any person or property directly or indirectly arising out of the Franchised Business's operation or the business Franchisee conducts under this Agreement.

M. Notice of Legal Proceedings. Franchisee shall notify EA in writing within five (5) days after the commencement of any action, suit or proceeding (including, but not limited to, litigation, bankruptcy, insolvency, or an assignment for the benefit of creditors), and after the issuance of any order, writ, injunction, award, decree, or notice of any court, agency, or other governmental agency, involving Franchisee or any of its owners, irrespective of the nature of the matter and whether or not Franchisee believes the matter may adversely affect the operation or financial condition of the Franchised Business or impacts the personal financial condition of Franchisee's owners.

N. Owner. References to "owner" in this Agreement means any person holding a direct or indirect ownership interest (whether of record, beneficial, or otherwise) or voting rights in Franchisee (or a transferee of the franchise rights granted by this Agreement and the Franchised Business or an ownership interest in Franchisee), including, without limitation, any person who has a direct or indirect interest in Franchisee (or a transferee), the franchise rights granted by this Agreement, the Franchise, or the Franchised Business and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets. "Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

O. Binding Effect. This Agreement is binding upon Franchisee and EA and their respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to EA's right to modify the Operations Manual and System Standards, this Agreement may not be modified except by a written agreement signed by Franchisee's and EA's duly-authorized officers specifying their intent to modify this Agreement.

P. Joint Liability. If two or more persons are at any time the "Franchisee" under this Franchise Agreement, whether as partners or joint venturers, their obligations and liabilities to EA shall be joint and several.

Q. Entire Agreement; Modification. This Franchise Agreement and all ancillary agreements executed contemporaneously with this Franchise Agreement constitute the entire agreement between the parties concerning the subject matter of this Franchise Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Notwithstanding the foregoing, nothing in this Franchise Agreement shall disclaim, or require Franchisee to waive reliance on, any representation that EA made in the Franchise Disclosure Document that EA delivered to Franchisee. Except for those acts that this Franchise Agreement permits EA to take unilaterally, no amendment, change or variance from this Franchise Agreement shall be binding on the parties unless mutually agreed to by both parties and executed by themselves or their authorized officers or agents in writing.

R. Counterparts. This Franchise Agreement may be executed in multiple counterparts, and each copy so executed shall be deemed an original. A signed copy of this Franchise Agreement delivered by facsimile, e-mail or other means of electronic execution and/or transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Franchise Agreement.

S. **Agreement Effective Upon Execution by EA.** This Franchise Agreement will not become effective unless and until signed by one of EA's authorized representatives. EA may withdraw this Franchise Agreement at any time before it is signed by one of EA's authorized representatives, in which event this Franchise Agreement shall be null and void.

22. NOTICES AND PAYMENTS

A. **To Franchisee:** All written notices, reports, and payments permitted or required to be delivered to Franchisee by EA or its Affiliates pursuant to this Agreement or the Operations Manual will be deemed to be delivered:

(1) at the time delivered by hand;

(2) at the time delivered via computer transmission;

(3) one (1) business day after transmission by facsimile if the sender has confirmation of successful transmission;

(4) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or

(5) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid;

and shall be addressed to the Franchisee at its most current principal business address, facsimile number, or email address (as applicable) of which EA has notice. Unless Franchisee notifies EA otherwise by one of the means specified in clauses (a) through (e) above, Franchisee's principal business address for notice purposes will be the address of the Store Location. If Franchisee does not yet have, or at any time during this Agreement's term loses possession of or otherwise cannot be reached at, the Store Location, Franchisee's address for notice purposes will be the address appearing on the cover page of this Agreement.

B. **To EA or its affiliates:** All written notices, reports, and payments permitted or required to be delivered to EA or its affiliates by Franchisee pursuant to this Agreement or the Operations Manual shall be deemed delivered:

(1) Upon receipt by EA of a delivery made via Federal Express, signature required, at EA's principal business address, as reflected on page one of this Agreement (immediately following the table of contents), unless EA notifies Franchisee of another address;

(2) In the case of the Royalty, Fund contributions, and other amounts due, at the time EA actually receives payment via the automatic draft; or,

(3) In the case of weekly Gross Sales reports required pursuant to Section 9.I.(1), at the time delivered by electronic transmission or one (1) business day after transmission by facsimile if the Franchisee has confirmation of successful transmission.

Any required payment or report which EA does not actually receive during regular business hours on the date due (or with a sent date from Federal Express at least two (2) days before then) will be deemed delinquent.

23. SPECIAL REPRESENTATIONS

Franchisee and each owner, partner, shareholder, or member if Franchisee is a partnership, corporation, or limited liability company hereby represent as follows:

(1) Attracting customers for their EDIBLE® Business will require them to make consistent marketing efforts through various methods, including media advertising, direct mail advertising, and couponing.

(2) Retaining customers for their EDIBLE® Business will require them to have a high level of customer service and to maintain the quality and consistency of the EDIBLE® and EDIBLE ARRANGEMENTS® brand by adhering to EA's System Standards.

(3) In all of their dealings with Franchisee, EA's officers, directors, employees, and agents act only in a representative, and not in an individual, capacity, and business dealings between Franchisee and them as a result of this Agreement are deemed to be only between Franchisee and EA.

(4) To induce EA's entry into this Agreement, all statements they have made and all materials they have given EA are accurate and complete, and they have made no misrepresentations or material omissions in obtaining the Franchise.

(5) This Agreement's terms and covenants are reasonably necessary for EA to maintain its high standards of quality and service, as well as the uniformity of those standards at each EDIBLE® Business, and to protect and preserve the goodwill of the Marks.

(6) Franchisee has sole responsibility and authority for its labor relations and employment practices, including, among other things, employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Franchisee's employees are under Franchisee's control at the Franchised Business. Franchisee must communicate clearly with its employees in its employment agreements, human resources manuals, written and electronic correspondence, paychecks, and other materials that Franchisee (and only Franchisee) is their employer and obtain an acknowledgment and confirmation from such employees that EA, as the franchisor of EDIBLE® Businesses, is not their employer or joint employer and does not engage in any employer-type activities (including those described above) for which only franchisees are responsible;

(7) Franchisee has not signed this Agreement in reliance on any particular shareholder, director, officer, or employee remaining with EA in that capacity, as EA maintains a staff to manage and operate the franchise system and staff members can change as employees come and go;

The acknowledgments in clauses (8) through (15) below apply to all franchisees and franchises except not to any franchisees and franchises that are subject to the state

franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

(8) They have independently investigated the EDIBLE® Business franchise opportunity and recognize that, like any other business, the nature of the business an EDIBLE® Business conducts may, and probably will, evolve and change over time.

(9) An investment in an EDIBLE® Business involves business risks that could result in the loss of a significant portion or all of their investment.

(10) Their business abilities and efforts are vital to their success.

(11) Except as may be provided in a financial performance representation appearing in EA's Franchise Disclosure Document, they have not received from EA, and are not relying upon, any express or implied representations as to the potential volume, sales, income, or profits of an EDIBLE® Business, any information they have acquired from other EDIBLE® Business franchise owners regarding their sales, profits, or cash flows was not information obtained from EA, and EA makes no representation about that information's accuracy.

(12) EA has not made any representation, warranty, or other claim regarding this EDIBLE® Business franchise opportunity, other than those made in this Agreement and its Franchise Disclosure Document, and Franchisee has independently evaluated this opportunity, including by using its business professionals and advisors, and has relied solely upon those evaluations in deciding to enter into this Agreement.

(13) They have been afforded an opportunity to ask any questions they have and to review any materials of interest concerning the EDIBLE® Business franchise opportunity.

(14) They have been afforded an opportunity, and have been encouraged by EA, to have this Agreement and all other agreements and materials EA has given or made available to Franchisee reviewed by an attorney and have either done so or chosen not to do so.

(15) They have a net worth which is sufficient to make the investment in the EDIBLE® Business franchise opportunity represented by this Agreement and will have sufficient funds to meet all of their obligations under this Agreement.

24. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by EA, any franchise seller,

or any other person acting on EA's behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement this _____ of _____ 20___ but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE:_____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

EXHIBIT "A"

TO FRANCHISE AGREEMENT

This is Exhibit "A" to the Franchise Agreement executed by EDIBLE ARRANGEMENTS, LLC and _____ ("Franchisee") on _____, _____ for Store #_____.

Franchisee's "Site Search Area" shall be the following zip code _____.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE:_____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

EXHIBIT "B"
TO THE FRANCHISE AGREEMENT
BETWEEN EDIBLE ARRANGEMENTS, LLC ("EA")
AND
_____ ("Franchisee")
DATED _____, 20__ for Store #_____

This Exhibit B is current and complete
as of _____, 20__

As of the above date, Franchisee has secured, and EA has accepted Franchisee's selection of the following site to open and operate the Franchised Business:

_____

_____

_____

("Approved Store Location").

EA's acceptance of the Approved Store Location is conditioned on Franchisee's execution of a lease, if applicable, on the terms submitted to EA for its acceptance.

Franchisee agrees and acknowledges that Franchisee shall develop the Store Location in compliance with the Franchise Agreement, including, without limitation, obtaining EA's written approval to open the location.

Franchisee shall complete all such obligations and open the Franchised Business by _____, 20__, which is one-hundred and eighty (180) days from the date of this Exhibit B ("Opening Deadline").

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

[Franchisee Acknowledgment on following page].

Acknowledged and agreed by:

FRANCHISEE:_____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

EXHIBIT "C"
TO THE FRANCHISE AGREEMENT
BETWEEN EDIBLE ARRANGEMENTS, LLC
AND

_____

DATED _____, 20__ for Store #_____
This Exhibit C is current and complete
as of _____, 20__

Franchisee and Its Owners

1. **Form of Owner**.

(a) **[ ]** **Individual Proprietorship or Partnership.** Check off the box to the left if you are signing the Franchise Agreement individually or with another person (including a spouse) and have not yet formed a legal entity to be the franchisee.

(b) **[ ]** **Form of Legal Entity**. Check off the box to the left and complete this section if you are signing the Franchise Agreement as a corporation or limited liability company.

You were incorporated or formed on _____, under the laws of the State of _____. You have not conducted business under any name other than your corporate or limited liability company name and _____ [*complete the previous blank only if applicable*]. The following is a list of your managing members, directors, and officers, as applicable, as of the effective date shown above:

Name of Each Managing Member/Director/Officer	**Position(s) Held**
_____	_____
_____	_____
_____	_____
_____	_____

2. **Owners**. The following list includes the full name of each person who is one of Franchisee's owners (as defined in the Franchise Agreement), or an owner of one of Franchisee's owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	**Description of Interest**
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE:_____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

EXHIBIT "D"

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBER(S)

This Assignment relates to Name of Franchisee:_____

Address of Store #_____: To be determined when Franchisee finds location

Telephone Number(s) [all numbers to be determined after Franchisee secures location and obtains phone service]:_____

For valuable consideration, the Franchisee identified above ("Franchisee") assigns and transfers to Edible Arrangements, LLC ("Company") all of Franchisee's rights and interests in each and all of the telephone numbers that Franchisee has obtained and/or will obtain for its Store and Business (the "Numbers"). Franchisee authorizes Company to file this Assignment with the telephone company that issued the Numbers for the purposes of establishing Company's claim to and right to designate the user of the Numbers. Franchisee acknowledges that Company may insert the Numbers into the space above as soon as they have been identified and that Franchisee need not re-sign or initial this Assignment after the Numbers have been inserted in order for this Assignment to be in full force and effect. By signing below, Franchise intends that this Assignment be fully enforceable immediately according to its terms. Franchisee irrevocably constitutes and appoints Company as Franchisee's agent and attorney-in-fact for the purposes of (i) signing and delivering any Transfer of Service Agreement or comparable document the telephone company requires to transfer the rights in the Numbers from Franchisee to Company or its designee, and (ii) canceling and revoking any call-forwarding or similar instructions Franchisee has issued to the telephone company with respect to any of the Numbers, with full power to sign Franchisee's name and otherwise to act in Franchisee's name, place and stead. Franchisee agrees to reimburse Company the full amount of any local service and long-distance charges the telephone company requires that Company pay to obtain the Numbers. Franchisee represents and warrants to Company that Franchisee will obtain the Numbers in his or her own name, and that Franchisee will be the person of record the telephone company will recognize as registered user or "owner" of the Numbers until Company exercises its rights under this Assignment.

FRANCHISEE NAME

By:_____

Franchisee's signature

Name:_____

Franchisee's name, printed

Title:_____

Date:_____

FRANCHISEE NAME

By:_____

Franchisee's signature

Name:_____

Franchisee's name, printed

Title:_____

Date:_____

FRANCHISEE NAME

By:_____

Franchisee's signature

Name:_____

Franchisee's name, printed

Title:_____

Date:_____

EXHIBIT "E"

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____ _____, 20__, by _____ _____ _____ _____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by **EDIBLE ARRANGEMENTS, LLC** ("us," "we," or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), including (i) monetary obligations, (ii) obligations to take or refrain from taking specific actions and to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, transfer, and arbitration requirements, and (iii) the enforcement and other provisions in Sections 20, 21, 23, and 24.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any legal or equitable remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions) and afterward, for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as we have any cause of action against Franchisee or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to us; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, all presentments, demands, and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notice of dishonor, and notice of default to any party with respect to the indebtedness or nonperformance of any obligations

hereby guaranteed, and any other notices and legal or equitable defenses to which he or she may be entitled.

We have no present or future duty to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation and to discover from us or require us to disclose to the undersigned any financial or other information concerning Franchisee, any other guarantor, or any collateral securing any of Franchisee's obligations to us.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, the undersigned must reimburse our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur, even if we do not commence a judicial or arbitration proceeding.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)	**PERCENTAGE OF OWNERSHIP IN FRANCHISEE**
_____	_____%
[Signature of Guarantor]	
_____	
[Print Name and Date]	
_____	_____%
[Signature of Guarantor]	
_____	
[Print Name and Date]	
_____	_____%
[Signature of Guarantor]	
_____	
[Print Name and Date]	

EXHIBIT C

FINANCIAL STATEMENTS

©2026 EDIBLE ARRANGEMENTS, LLC
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EDIBLE ARRANGEMENTS, LLC

FINANCIAL STATEMENTS
DECEMBER 31, 2025 and DECEMBER 31, 2024

EDIBLE ARRANGEMENTS, LLC

TABLE OF CONTENTS

	PAGE
Independent auditors' report	1 - 2
Financial statements:	
Balance sheets	3
Statements of operations	4
Statements of member's equity	5
Statements of cash flows	6
Notes to financial statements	7 - 16
Supplementary information	
Balance sheets by division	18
Statements of income by division	19

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INDEPENDENT AUDITORS' REPORT

To the Member of
Edible Arrangements, LLC

Opinion

We have audited the accompanying financial statements of Edible Arrangements, LLC (the "Company"), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations, changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the initial years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Prior Period Financial Statements

The financial statements of the Company as of and for the year ended December 31, 2024, were audited by CBIZ CPAs P.C., whose report dated May 28, 2025, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Edible Arrangements, LLC’s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

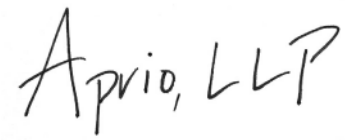
Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Edible Arrangements, LLC’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Edible Arrangements, LLC’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



New York, New York

June 4, 2026

EDIBLE ARRANGEMENTS, LLC
BALANCE SHEETS
DECEMBER 31, 2025 AND 2024

ASSETS

	2025	2024
Current assets		
Cash	$ -	$ 712,121
Accounts receivable	69,834	136,408
Unbilled franchising receivables	945,605	-
Prepaid expenses	535,377	782,818
Deferred contract costs, current portion	85,591	98,756
Total current assets	1,636,407	1,730,103
Other assets		
Property, plant and equipment, net	350,812	749,722
Deferred contract costs, net of current portion	333,665	400,225
Due from affiliates	16,251,398	15,350,000
Total other assets	16,935,875	16,499,947
Total assets	$ 18,572,282	$ 18,230,050

LIABILITIES AND MEMBER'S EQUITY

Current liabilities		
Accounts payable	$ 6,748,628	$ 2,181,594
Accrued expenses	2,456,033	1,573,157
Accrued national advertising expenses	317,193	840,777
Current portion of deferred franchise revenue	509,385	605,338
Total current liabilities	10,031,239	5,200,866
Long-term liabilities		
Deferred franchise revenue, net of current portion	2,050,599	2,417,424
Total liabilities	12,081,838	7,618,290
Member's equity	6,490,444	10,611,760
Total liabilities and member's equity	$ 18,572,282	$ 18,230,050

See accompanying notes to the financial statements

EDIBLE ARRANGEMENTS, LLC
STATEMENTS OF OPERATIONS
DECEMBER 31, 2025 AND 2024

	2025	2024
Revenues		
Franchise fees	$ 1,049,085	$ 2,741,718
Royalties from franchisees	17,282,738	19,771,594
Advertising fund contributions	12,241,082	13,776,756
Other revenue	1,031,264	1,455,612
Total revenues	31,604,169	37,745,680
Operating expenses	36,832,630	34,948,088
(Loss) income from operations	(5,228,461)	2,797,592
Other income (expense)		
Interest expense	(20,650)	-
Interest income	19,957	52,038
Other income	1,107,838	220,335
Total other income	1,107,145	272,373
Net (loss) income	$ (4,121,316)	$ 3,069,965

See accompanying notes to the financial statements

EDIBLE ARRANGEMENTS, LLC
STATEMENTS OF MEMBER'S EQUITY
DECEMBER 31, 2025 AND 2024

	Member's Equity
Balance at January 1, 2024	$ 11,594,094
Net income	3,069,965
Distributions	(4,052,299)
Balance at December 31, 2024	10,611,760
Net loss	(4,121,316)
Balance at December 31, 2025	$ 6,490,444

See accompanying notes to the financial statements

EDIBLE ARRANGEMENTS, LLC
STATEMENTS OF CASH FLOWS
DECEMBER 31, 2025 AND 2024

	2025	2024
Cash flows from operating activities		
Net (loss) income	$ (4,121,316)	$ 3,069,965
Adjustments to reconcile net (loss) income to net cash provided by operating activities		
Depreciation	717,801	723,697
Amortization of deferred contract costs	79,725	52,715
(Increase) decrease in assets:		
Accounts receivable	66,574	213,570
Prepaid expenses	247,441	974,704
Unbilled franchising receivables	(945,605)	-
Increase (decrease) in liabilities:		
Accounts payable	4,567,028	208,404
Accrued expenses	882,881	59,710
Accrued national advertising expenses	(523,584)	(2,012,111)
Deferred franchise revenue	(462,778)	(1,874,545)
Net cash provided by operating activities	508,167	1,416,109
Cash flows from investing activities		
Loans received from affiliates, net	(901,396)	3,791,057
Advances to affiliates	-	(7,035,000)
Purchases of property and equipment	(318,892)	(24,603)
Net cash used in investing activities	(1,220,288)	(3,268,546)
Net decrease in cash	(712,121)	(1,852,437)
Cash, beginning	712,121	2,564,558
Cash, ending	$ -	$ 712,121
Supplemental disclosure of non-cash financing activity		
Increase in PTET payable treated as deemed distributions	$ -	$ 143,356
Reduction of due from affiliates with common ownership treated as deemed distributions	$ -	$ 3,908,943
Supplemental disclosure of cash flow information		
Cash paid during the years for:		
Interest	$ 20,596	$ -

See accompanying notes to the financial statements

Note 1
Summary of Significant Accounting Policies

Nature of Operations:

Edible Arrangements, LLC, a Delaware limited-liability company (the "Company"), was established on March 1, 2012. The Company specializes in marketing and franchising EDIBLE ARRANGEMENTS® retail store operations, which offer fresh fruit arrangements, dipped fruit, and fruit smoothies. The Company is a wholly owned subsidiary of Edible Brands LLC, the "Parent Company".

Basis of Accounting:

The financial statements of the Company have been prepared using the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Changes in estimates are recorded in the period in which they become known. Actual results could differ from these estimates.

Cash and Cash Equivalents:

For purposes of financial statement presentation, the Company considers all highly liquid debt instruments with maturities of ninety days or less, from the date of purchase, to be cash equivalents.

Concentration of Credit Risk Arising From Cash Deposits in Excess of Insured Limits:

The Company maintains cash balances at one commercial bank and these balances can exceed the FDIC insured deposit limit of $250,000 per financial institution. At December 31, 2025 and 2024, the Company’s cash balances held at the commercial bank exceeded the FDIC limit by $0 and $462,121, respectively. The Company has not experienced any losses through the date when the financial statements were available to be issued.

Related Parties:

Due from affiliates, net, represents unsecured, non-interest-bearing advances to and from the Company and entities related by common control and ownership during the normal course of business. The Company has elected the private company accounting alternative under ASC 810-10-15-17AD (as added by ASU 2018-17, Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities) and, accordingly, is not required to apply the variable interest entity guidance in ASC 810-10 to legal entities under common control that meet the scope criteria; the Company has therefore not evaluated whether any such related entity is a VIE subject to consolidation.

Note 1
Summary of Significant Accounting Policies (Continued)

Accounts Receivable and Allowance for Credit Losses:

The Company accounts for receivables at their original invoice amount, less an estimate made for credit losses. The Company monitors trade and other receivable balances and contract assets and estimates the allowance for lifetime expected credit losses in accordance with ASU No. 2016-13, *Financial Instruments - Credit Losses*. Estimates of expected credit losses are based on historical collection experience and other factors, including current market factors and forecasted economic conditions.

The Company has elected to apply the practical expedient in accordance with ASU No. 2025-05, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets For Private Companies And Certain Not-For-Profit Entities* and assumes that the current conditions as of the balance sheet date do not change over the remaining life of the asset.

The Company has also elected the accounting policy option to consider post balance sheet date cash collections when evaluating the allowance for credit losses. This allows the Company to select a post balance sheet date and accordingly, the Company has elected to use May 29, 2026 for this purpose.

The election of this practical expedient and policy election was applied prospectively and did not have a material impact on the Company's financial statements.

At December 31, 2025 and 2024, no allowance for credit losses was deemed necessary.

Property, Plant and Equipment:

Property, plant and equipment are stated at original cost or estimated fair value when acquired as part of a business acquisition. Expenditures for maintenance and repairs are expensed currently, while renewals and betterments that materially extend the life of an asset are capitalized. The cost of assets sold, retired, or otherwise disposed of, and the related allowance for depreciation are eliminated from the accounts, and any resulting gain or loss is recognized. Depreciation of property, plant and equipment is provided using a straight-line method over the estimated useful lives of the assets, which are as follows:

Office equipment	5 years
Store equipment	5 – 7 years
Computer equipment and software	5 – 7 years
Furniture and fixtures	7 years

Construction in Progress:

Construction in progress consists mainly of manufacturing equipment under construction and is not depreciated until placed in service.

Note 1
Summary of Significant Accounting Policies (Continued)

Valuation of Long-Lived Assets:

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be fully recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceed the estimated fair value of the assets. Fair value is determined primarily using the anticipated cash flows discounted at a rate commensurate with the risk involved. Assets to be disposed of are reportable at the lower of the carrying amount or fair value, less costs to sell.

The Company did not recognize an impairment charge on its long-lived assets during the years ended December 31, 2025 and 2024.

Revenue Recognition:

Revenues for the Company are disaggregated into the following revenue streams:

Training Fees:

The Company offers training services to new franchisees as part of the franchise onboarding process. The training program is typically conducted once store construction begins and is completed prior to the franchisee commencing operations in their designated territory. Revenue from training fees is recognized upon completion of the training program. For the years ended December 31, 2025, and 2024, the Company recognized training fees of $49,300 and $23,500, respectively. These amounts are recorded under Other revenue on the statements of operations. The duration of the training program is generally two weeks.

Franchise Fees:

The Company grants franchisees the right to operate within a designated territory. The standard franchise fee is $30,000 for an initial franchise and $20,000 for each subsequent franchise operated by the same franchisee. These franchises are established through a Franchise Agreement, under which the right to operate within the territory provides to the franchisee for a period of time, generally with a duration of ten (10) years. Accordingly, revenue is recognized ratably over the 10-year contractual period of the Franchise Agreement.

Collection of Franchise Fees typically occurs within one year of executing the Franchise Agreement. However, the timing of revenue recognition may differ from the timing of invoicing. The Company records unbilled receivables (contract assets) within accounts receivable on the balance sheet when revenue is recognized prior to invoicing. There were approximately $945,000 of unbilled franchising receivables at December 31, 2025, December 31, 2024 and January 1, 2024. Conversely, the Company records deferred franchise revenue (contract liability) on the balance sheet after cash collection for an invoice before revenue is recognized.

Note 1
Summary of Significant Accounting Policies (Continued)

Royalties from Franchisees and National Advertising Fund:

The Company earns royalty revenue in accordance with contractual agreements with franchisees. Additionally, the Company operates a National Advertising Fund (NAF) to collect and manage advertising contributions for use in marketing and promotional programs for franchised stores. The NAF operates as a separate division, and all funds collected must be used exclusively for marketing purposes.

The Company recognizes franchise royalties weekly, typically at 5% of the franchisee's weekly revenues. Similarly, the Company recognizes advertising fund contributions weekly, up to 5% of the franchisee's weekly revenues. These contributions are collected and managed by the NAF to support advertising and promotional initiatives.

Advertising:

The Company expenses advertising costs as incurred. Advertising expenses were $8,714,889 and $11,433,119 for the years ended December 31, 2025 and 2024, respectively, and included in operating expenses on the accompanying statements of operations.

Income Taxes:

The Company is organized as a single member limited liability company and is a disregarded entity for tax reporting purposes. The Company's profits and losses are reflected on the owner's federal tax return. As a result, no Federal provision or liability for income taxes is reflected in the accompanying financial statements. The Company is obligated to pay various franchise and income taxes in the states the Company operates in. The provision for state income taxes consists of amounts currently payable. Provision for state franchise and income taxes is insignificant for the years ended December 31, 2025 and 2024 and is included in operating expenses.

Several states in which the Company operates have enacted a Pass-Through Entity Tax (PTET), effective for tax years beginning on or after January 1, 2021. PTET allows passthrough entities to elect to pay state taxes on behalf of their members based on the allocable income of the Company. This election is made on an annual basis, and the Company has chosen to make this election for the year ended December 31, 2024. PTET on behalf of its member was $143,356 for 2024 and was treated as a distribution. Since the change in tax status occurs within a single accounting period, no deferred income taxes have been recorded in these financial statements.

Management has determined that as a pass-through entity, there are no uncertain tax positions requiring recognition in the financial statements. Should the Company incur an income tax liability in the future, interest on such liability would be recorded as interest expense, while penalties would be recorded as income tax expense. Management's conclusions regarding uncertain tax positions are subject to review and potential adjustment based on ongoing assessments of tax laws, regulations, and interpretations.

Note 2
Financial Condition

The financial statements have been prepared assuming the Company will continue as a going concern. Management has evaluated conditions and events, in the aggregate, regarding the Company's ability to meet its financial obligations as they become due within one year from the date that these financial statements were available to be issued. Management's evaluation considered only relevant conditions and events that are known and reasonably knowable at the date the financial statements were available to be issued.

The Company has experienced operating losses and negative cash flows from operations for the year ended December 31, 2025. As of December 31, 2025, the Company's current liabilities exceeded its current assets by $9 million. In addition, the Company is dependent on financial support from its Parent to fund operations and planned growth activities. Absent additional sources of liquidity, the Company would not be able to meet its obligations as they become due within one year from the date these financial statements are issued, which raised substantial doubt about the Company's ability to continue as a going concern.

To address these conditions, the Company has obtained a written support letter from its parent company, dated June 2, 2026, in which the parent company has committed to provide financial support as needed to enable the Company to meet its obligations for at least the next twelve months from the date of issuance of these financial statements. The parent company has demonstrated the ability to provide such support, as evidenced by its financial position and history of funding the Company's operations.

Based on the Parent's commitment to provide the required financial support and management's expectation that such support will be available when needed, management has concluded that its plans alleviate the substantial doubt that was initially raised. Accordingly, management has determined that there is no substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty. If for any reason the Company is unable to continue as a going concern, it could have an impact on the Company's ability to realize assets at their recognized values, and to extinguish liabilities in the normal course of business at the amounts stated in the financial statements.

Note 3
Contract Assets and Liabilities

The following table provides details of accounts receivable, deferred costs and deferred revenues:

	December 31, 2025	December 31, 2024	January 1, 2024
Unbilled franchising receivables	$ 945,605	$ -	$ -
Royalties from franchisees	68,135	134,408	292,963
Other receivables	1,700	2,000	57,015
	1,015,440	136,408	349,978
Deferred contract costs, net	419,256	498,981	551,696
Total contract assets	$ 1,434,696	$ 635,389	$ 901,674
Contract liabilities			
Deferred franchise revenue	$ 2,559,985	$ 3,022,762	$ 4,897,307

Deferred Contract Costs:

The Company assesses incremental costs incurred to obtain a contract, primarily comprising commissions paid to brokers. These costs are recognized as an asset and amortized over the expected period of benefit, generally ten years.

There were no costs capitalized in 2025 and 2024. Amortization expenses related to these capitalized costs were $79,725 and $52,715 for the years ended December 31, 2025, and 2024, respectively.

Deferred Franchise Revenue:

The Company records deferred franchise revenue when cash payments are received in advance of fulfilling a performance obligation. Revenues expected to be recognized within the next 12 months are classified as current liabilities, while those expected to be recognized beyond 12 months are classified as long-term liabilities.

During the years ended December 31, 2025, and 2024, the Company recognized $891,452 and $1,357,011 of revenue, respectively, which was previously recorded as deferred franchise revenue at the end of the prior year.

Note 4
National Advertising Fund and Restricted Cash

The Company administers and maintains a National Advertising Fund (NAF) on behalf of its franchised stores to support and coordinate its marketing efforts. Under this arrangement, the Company collects advertising fund contributions from franchised stores and utilizes these funds for advertising, promotional, and public relations programs. Advertising fund contributions to the NAF are based on specified percentages of gross franchisee sales.

During 2025 and 2024, NAF collections ranged between 2.5% and 5% of gross franchisee sales. Stores owned by affiliated companies also contribute to the NAF. The Company maintains the NAF operating cash account and has sole control over the selection of advertising, marketing, and public relations programs and materials. The Company spends a significant amount on advertising, marketing, and public relations programs and materials every year in excess of the funds collected through advertising fund contributions. As such, there was no restricted cash at December 31, 2025 and 2024.

The Company has a contractual obligation to hold all NAF contributions for the franchisees' benefit and to use the funds exclusively for permitted purposes. Advertising fund contributions received from franchisees are recognized as revenue from franchisees based on a percentage of sales (see Note 1). The related expenditures are recorded as incurred, classified as advertising and marketing expenses. As the NAF is operated as a division of the Company, the assets, liabilities and operations of the NAF are included within the Company's financial statements as of and for the years ended December 31, 2025, and 2024.

NAF expenses are reported within operating expenses in the accompanying statements of operations and approximated $11,846,000 and $13,232,00 for the years ending December 31, 2025, and 2024, respectively.

Note 5
Property, Plant and Equipment

Property, plant and equipment are summarized as follows:

	2025	2024
Computer equipment and software	$ 3,446,643	$ 3,446,644
Furniture and fixtures	546,615	546,614
Construction in progress	318,892	-
	4,312,150	3,993,258
Less accumulated depreciation	(3,961,338)	(3,243,536)
	$ 350,812	$ 749,722

Depreciation expense amounted to $717,801 and $723,697 in 2025 and 2024, respectively.

Note 6
Member's Equity

The rights and obligations of the member are governed by the Company's Limited Liability Company Agreement, as amended. (the "LLC Agreement"). The LLC Agreement limits the liability of the member to its capital contributions. The member is not required to make additional contributions; however, the member may contribute additional capital at the discretion of the Manager on such terms as the Manager may determine. No interest accrues on contributions, and the member has no right to withdraw or be repaid any contribution except as expressly provided in the LLC Agreement.

Distributions:

Distributions of cash or other property are made to the member at the times and in the amounts determined by the Manager. No distributions were made during the period ended December 31, 2025.

Note 7
Commitments and Contingencies

As of December 31, 2025, the Company had no material commitments or contingencies requiring accrual or disclosure under ASC 450.

Litigation:

The Company has legal proceedings arising from the normal course of business. The Company believes that the ultimate outcome of the proceedings will not have a material adverse impact on the Company's financial position, results of operations, or cash flows.

During the year ended December 31, 2025, the Company entered into a settlement agreement resolving a claim related to professional services provided to the Company in prior years. The Company received $590,000 in full and final settlement of the matter, which is included in other income in the accompanying statement of operations. No further obligations remain with respect to this matter.

Note 8
Employee Retirement Plans

The Company has a 401(k) defined contribution retirement plan with a discretionary employer contribution. The Company contributed $129,363 and $83,794 to the plan in 2025 and 2024, respectively.

Note 9
Reclassification

Certain items in the 2024 financial statement presentation have been reclassified to conform to the 2025 presentation. Such reclassifications have no effect on previously reported net (loss) income or member's equity.

Note 10
Related Party Transactions

Due from (to) affiliates represents unsecured, non-interest-bearing advances to and from the Company and entities related by common control and ownership during the normal course of business. The Company has elected to apply the private company accounting alternative for common control arrangements as developed by the Private Company Council. Under the accounting alternative, the Company is not required to evaluate whether the related entity is a variable interest entity subject to consolidation by the Company.

The Company advanced funds to affiliated companies in the form of unsecured demand notes payable. The notes are non-interest bearing and the Company does not expect to demand payments within the next twelve months, accordingly these advances are reflected as a long term asset at December 31, 2025 and 2024.

Due from (to) affiliates consists of the following at December 31:

	2025	2024
Edible Brands LLC	$ 3,657,984	$ 5,350,000
Berry Direct, LLC	12,469,955	8,500,000
Edible Connect, LLC	(27,739,070)	-
Edible Holdings, LLC	18,995,307	1,500,000
Netsolace, LLC	3,847,750	-
Broadpeak Retail Group LLC	2,452,342	-
Farids & Co. LLC	1,165,000	-
Incredible Edibles, LLC	641,419	-
DippedFruit, LLC	325,870	-
SKF Properties	233,886	-
Other affiliates, net	200,954	-
Total due from affiliates, net	$ 16,251,397	$ 15,350,000

Services - The franchisees receive various services from companies affiliated with the Company. These services include software sales and support, certain equipment and supplies and maintenance of the franchise system website, equipment leasing, administering some marketing funds, website and call center activities, receiving and processing orders for dipped fruit and wholesale distribution of dry goods. These affiliated services help support the operational and marketing functions of the franchise network.

The Company entered into a licensing agreement with Edible IP, LLC, an affiliated company under common ownership. Edible IP, LLC owns the "Edible Arrangements" trademark and service mark, along with other intellectual property, which are licensed to the Company at no fee under an agreement dated May 1, 2001. This agreement grants the Company the right to sub-license these copyrights and trademarks to its franchisees.

The agreement has a twenty-year initial term, with three successive ten-year renewal options, ensuring the Company's continued right to use and license the intellectual property in its franchise operations. The Company exercised the first renewal option in 2021.

Note 11
Subsequent Events

The Company evaluated subsequent events through June 4, 2026, when these financial statements were available to be issued. The Company is not aware of any significant events that occurred subsequent to the balance sheet date but prior to the issuance of this report that would have a material impact on the financial statements.

SUPPLEMENTARY INFORMATION

Aprio

INDEPENDENT AUDITORS' REPORT

To the Member of
Edible Arrangements, LLC

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information shown on pages 18 - 19 is presented for the purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Aprio, LLP

New York, New York

June 4, 2026

EDIBLE ARRANGEMENTS, LLC
BALANCE SHEETS BY DIVISIONS
DECEMBER 31, 2025

ASSETS

	Operating Division	NAF Division	Total
Current assets			
Accounts receivable	$ 69,834	$ -	$ 69,834
Due from franchisees	945,605	-	945,605
Prepaid expenses	381,870	153,507	535,377
Deferred contract costs, current portion	85,591	-	85,591
Total current assets	1,482,900	153,507	1,636,407
Other assets			
Property, plant and equipment, net	340,917	9,895	350,812
Deferred contract costs, net of current portion	333,665	-	333,665
Due from (to) affiliates	16,575,343	(323,945)	16,251,398
Total other assets	17,249,925	(314,050)	16,935,875
Total assets	$ 18,732,825	$ (160,543)	$ 18,572,282

LIABILITIES AND MEMBER'S EQUITY

Current liabilities			
Accounts payable	$ 6,748,628	$ -	$ 6,748,628
Accrued expenses	2,069,691	386,342	2,456,033
Accrued national advertising expenses	-	317,193	317,193
Current portion of deferred franchise revenue	509,385	-	509,385
Total current liabilities	9,327,704	703,535	10,031,239
Long-term liabilities			
Deferred franchise revenue, net of current portion	2,050,599	-	2,050,599
Total liabilities	11,378,303	703,535	12,081,838
Member's equity	7,354,522	(864,078)	6,490,444
Total liabilities and member's equity	$ 18,732,825	$ (160,543)	$ 18,572,282

See independent auditors' report and accompanying notes to the financial statements.

EDIBLE ARRANGEMENTS, LLC
STATEMENTS OF OPERATIONS BY DIVISIONS
DECEMBER 31, 2025

	Operating Division	NAF Division	Total
Revenues			
Franchise fees	$ 1,049,085	$ -	$ 1,049,085
Royalties from franchisees	17,282,738	-	17,282,738
Advertising fund contributions	-	12,241,082	12,241,082
Other revenue	1,031,264	-	1,031,264
Total revenues	19,363,087	12,241,082	31,604,169
Operating expenses	24,986,663	11,845,967	36,832,630
(Loss) income from operations	(5,623,576)	395,115	(5,228,461)
Other income (expense)			
Interest expense	(20,650)	-	(20,650)
Interest income	19,957	-	19,957
Other income	1,107,838	-	1,107,838
Total other income	1,107,145	-	1,107,145
Net (loss) income	$ (4,516,431)	$ 395,115	$ (4,121,316)

See independent auditors' report and accompanying notes to the financial statements.

EDIBLE ARRANGEMENTS, LLC

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

AS OF AND FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

EDIBLE ARRANGEMENTS, LLC

CONTENTS

Independent Auditors' Report 1-2

Financial Statements

Balance Sheets 3-4
Statements of Income 5
Statements of Changes in Member's Equity 6
Statements of Cash Flows 7

Notes to Financial Statements 8-16

Supplementary Information

Balance Sheets by Divisions 17
Statements of Income by Divisions 18

CBIZ CPAs P.C.

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Independent Auditors' Report

To the Board of Directors of
Edible Arrangements, LLC

Opinion

We have audited the financial statements of Edible Arrangements, LLC (the "Company"), which comprise the balance sheet as of December 31, 2024, and the related statements of income, changes in member's equity, and cash flows for the year then ended, and the related notes to the financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Prior Period Financial Statements

The financial statements of the Company as of and for the year ended December 31, 2023, were audited by Marcum LLP, whose report dated May 10, 2024, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.

- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The 2024 Balance Sheets by Divisions and Statements of Income by Divisions on pages 16 and 17 are presented for the purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The 2024 information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

CBIZ CPAs P.C.

New Haven, CT
May 28, 2025

EDIBLE ARRANGEMENTS, LLC

BALANCE SHEETS

DECEMBER 31, 2024 AND 2023

	2024	2023
Assets		
Current Assets		
Cash and cash equivalents	$ 712,121	$ 2,564,558
Accounts receivable	136,408	349,978
Prepaid expenses	782,818	1,757,522
Deferred contract costs, current portion	98,756	106,846
Total Current Assets	1,730,103	4,778,904
Property and Equipment		
Office equipment	--	442,899
Store equipment	--	26,584
Computer equipment and software	3,446,644	3,422,042
Furniture and fixtures	546,614	546,614
	3,993,258	4,438,139
Less accumulated depreciation	(3,243,536)	(2,989,323)
Property and Equipment, net	749,722	1,448,816
Other Assets		
Deferred contract costs, net of current portion	400,225	444,850
Due from affiliates, net	15,350,000	16,015,000
Total Other Assets	15,750,225	16,459,850
Total Assets	$ 18,230,050	$ 22,687,570

The accompanying notes are an integral part of these financial statements.

EDIBLE ARRANGEMENTS, LLC

BALANCE SHEETS

DECEMBER 31, 2024 AND 2023

	2024	2023
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable	$ 2,181,594	$ 1,973,190
Accrued expenses	1,573,157	1,370,091
Accrued national advertising expenses	840,777	2,852,888
Current portion of deferred franchise revenue	605,338	1,398,211
Total Current Liabilities	5,200,866	7,594,380
Deferred Franchise Revenue, Net of Current Portion	2,417,424	3,499,096
Total Liabilities	7,618,290	11,093,476
Member's Equity	10,611,760	11,594,094
Total Liabilities and Member's Equity	$ 18,230,050	$ 22,687,570

The accompanying notes are an integral part of these financial statements.

EDIBLE ARRANGEMENTS, LLC

STATEMENTS OF INCOME

FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Revenues		
Franchise fees	$ 2,741,718	$ 1,593,136
Royalties from franchisees	19,771,594	22,800,348
Advertising fund contributions	13,776,756	15,663,845
Other revenue	1,455,612	826,410
Total Revenues	37,745,680	40,883,739
Operating Expenses	34,727,753	39,993,818
Operating Income	3,017,927	889,921
Other Income		
General liability insurance proceeds	--	1,000,000
Interest income	52,038	170,002
Total Other Income	52,038	1,170,002
Net Income	$ 3,069,965	$ 2,059,923

The accompanying notes are an integral part of these financial statements.

EDIBLE ARRANGEMENTS, LLC

STATEMENTS OF CHANGES IN MEMBER'S EQUITY

FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

Balance - January 1, 2023	$ 11,123,571
Net income	2,059,923
Distributions	(1,589,400)
Balance - December 31, 2023	11,594,094
Net income	3,069,965
Distributions	(4,052,299)
Balance - December 31, 2024	$ 10,611,760

The accompanying notes are an integral part of these financial statements.

EDIBLE ARRANGEMENTS, LLC

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Cash Flows from Operating Activities		
Net income	$ 3,069,965	$ 2,059,923
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	723,697	787,505
Amortization of deferred contract costs	52,715	89,309
Changes in operating assets and liabilities:		
Accounts receivable	213,570	173,195
Prepaid expenses	974,704	(1,444,046)
Accounts payable	208,404	42,776
Accrued expenses	59,710	(1,432,222)
Accrued national advertising expenses	(2,012,111)	(3,836,032)
Deferred franchise revenue	(1,874,545)	(84,351)
Net Cash Provided by (Used in) Operating Activities	1,416,109	(3,643,943)
Cash Flows From Investing Activities		
Repayments received from affiliates	3,791,057	5,947,271
Advances to affiliates	(7,035,000)	--
Purchases of property and equipment	(24,603)	(5,042)
Net Cash Used in Investing Activities	(3,268,546)	5,942,229
Net Change in Cash and Cash Equivalents	(1,852,437)	2,298,286
Cash and Cash Equivalents - Beginning of year	2,564,558	266,272
Cash and Cash Equivalents - End of year	$ 712,121	$ 2,564,558
Supplemental Disclosure of Noncash Financing Activity		
Increase in PTET payable treated as deemed distributions	$ 143,356	$ --
Reduction of due from affiliates with common ownership treated as deemed distributions	$ 3,908,943	$ 1,589,400

The accompanying notes are an integral part of these financial statements.

NOTE 1 – NATURE OF BUSINESS

Edible Arrangements, LLC (the "Company"), a Delaware limited liability company, was established on March 1, 2012. The Company specializes in marketing and franchising EDIBLE ARRANGEMENTS® retail store operations, which offer fresh fruit arrangements, dipped fruit, and fruit smoothies.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

CASH EQUIVALENTS

Holdings of highly liquid investments with maturities of three months or less are classified as cash equivalents.

ACCOUNTS RECEIVABLE AND ALLOWANCE FOR CREDIT LOSSES

Accounts receivable are recorded at the invoiced amount and do not bear interest. The Company maintains an allowance for credit losses for expected uncollectible accounts receivable, which is recorded as an offset to accounts receivable on the balance sheets and as provisions for credit losses on the accompanying statement of income. The allowance for current expected credit losses is based on a review of customer accounts and considers historical credit loss information that is adjusted for current conditions and reasonable and supportable forecasts. The allowance for credit losses is reviewed regularly to assess the adequacy of the allowance. Based on the review, the Company determined the allowance for credit losses is insignificant as of December 31, 2024 and 2023.

PROPERTY AND EQUIPMENT

Property and equipment are recorded at cost, net of accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the respective assets, which are as follows:

Asset	Estimated Useful Lives
Office equipment	5 years
Store equipment	5 – 7 years
Computer equipment and software	5 – 7 years
Furniture and fixtures	7 years

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PROPERTY AND EQUIPMENT (CONTINUED)

Major renewals and betterments are capitalized, whereas routine maintenance and repairs are expensed as incurred. Upon the sale or disposal of an asset, the related cost and accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in income for the period.

Depreciation expense charged to operations totaled $723,697 and $787,505 for the years ended December 31, 2024, and 2023, respectively.

IMPAIRMENT OF LONG-LIVED ASSETS

The Company evaluates its long-lived assets for potential impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. The assessment is performed using an undiscounted cash flow method. If the projected undiscounted cash flows of the asset are insufficient to recover its carrying value, an impairment loss is recognized to the extent that the carrying amount exceeds its fair value.

There were no impairment losses related to long-lived assets recorded for the years ended December 31, 2024, and 2023.

REVENUE RECOGNITION

Revenues for the Company are disaggregated into the following revenue streams:

Training Fees

The Company offers training services to new franchisees as part of the franchise onboarding process. The training program is typically conducted once store construction begins and is completed prior to the franchisee commencing operations in their designated territory. Revenue from training fees is recognized upon completion of the training program. For the years ended December 31, 2024, and 2023, the Company recognized training fees of $23,500 and $17,770, respectively. These amounts are recorded under Other Revenue on the statements of income. The duration of the training program is generally two weeks.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION (CONTINUED)

Franchise Fees

The Company grants franchisees the right to operate within a designated territory. The standard franchise fee is $30,000 for an initial franchise and $20,000 for each subsequent franchise operated by the same franchisee. These franchises are established through a Franchise Agreement, under which the right to operate within the territory provides to the franchisee for a period of time, generally with a duration of ten (10) years. Accordingly, revenue is recognized ratably over the 10-year contractual period of the Franchise Agreement.

Collection of Franchise Fees typically occurs within one year of executing the Franchise Agreement. However, the timing of revenue recognition may differ from the timing of invoicing. The Company records unbilled receivables (contract assets) within accounts receivable on the balance sheet when revenue is recognized prior to invoicing. There were no unbilled receivables at December 31, 2024, December 31, 2023 and January 1, 2023. Conversely, the Company records deferred franchise revenue (contract liability) on the balance sheet when revenue is recognized after cash collection for an invoice.

Royalties from Franchisees and National Advertising Fund

The Company earns royalty revenue in accordance with contractual agreements with franchisees. Additionally, the Company operates a National Advertising Fund (NAF) to collect and manage advertising contributions for use in marketing and promotional programs for franchised stores. The NAF operates as a separate division, and all funds collected must be used exclusively for marketing purposes.

The Company recognizes franchise royalties weekly, typically at 5% of the franchisee's weekly revenues. Similarly, the Company recognizes advertising fund contributions weekly, up to 5% of the franchisee's weekly revenues. These contributions are collected and managed by the NAF to support advertising and promotional initiatives.

ADVERTISING

The Company recognizes advertising expenses as incurred. Advertising costs charged to operations were $14,436,974 in 2024 and $16,331,601 in 2023.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONCENTRATION OF CREDIT RISK

The Company's financial instruments exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company maintains its cash with high quality credit institutions which, at times, may exceed federally insured limits.

The Company has not experienced any losses in these accounts. Management continually monitors receivable balances and believes that its exposure to credit risk is limited. If liquidity issues arise in the global credit and capital markets, it is at least reasonably possible that these changes in risks could materially affect the amounts reported in the accompanying financial statements.

The Company is also exposed to potential credit losses in the event of nonperformance by its franchisees. While the Company anticipates that franchisees will fulfill their contractual obligations, there is no guarantee of full compliance. The Company does not require collateral or other security to support financial instruments subject to credit risk but closely monitors franchisee credit standings and retains the right to terminate franchise agreements in cases of nonpayment.

INCOME TAXES

The Company is organized as a single member limited liability company and is a disregarded entity for tax reporting purposes. The Company’s profits and losses are reflected on the owner’s federal tax return. As a result, no Federal provision or liability for income taxes is reflected in the accompanying financial statements. The Company is obligated to pay various franchise and income taxes in the states the Company operates in. The provision for state income taxes consists of amounts currently payable. Provision for state franchise and income taxes is insignificant for the years ended December 31, 2024 and 2023 and included in operating expenses.

Several states in which the Company operates have enacted a Pass-Through Entity Tax (PTET), effective for tax years beginning on or after January 1, 2021. PTET allows pass-through entities to elect to pay state taxes on behalf of their members based on the allocable income of the Company. This election is made on an annual basis, and the Company has chosen to make this election for the year ended December 31, 2024. PTET on behalf of its member was $143,356 for 2024 and was treated as a distribution. Since the change in tax status occurs within a single accounting period, no deferred income taxes have been recorded in these financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES (CONTINUED)

Management has determined that as a pass-through entity, there are no uncertain tax positions requiring recognition in the financial statements. Should the Company incur an income tax liability in the future, interest on such liability would be recorded as interest expense, while penalties would be recorded as income tax expense. Management's conclusions regarding uncertain tax positions are subject to review and potential adjustment based on ongoing assessments of tax laws, regulations, and interpretations.

USE OF ESTIMATES

The preparation of financial statements in accordance with Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses, as well as the disclosure of contingent assets and liabilities at the financial statement date.

These estimates are based on management's best judgment, historical experience, and various other factors believed to be reasonable under the circumstances. Actual results may differ from these estimates due to changes in economic conditions, market factors, or other uncertainties.

SUBSEQUENT EVENTS

Management has evaluated subsequent events through the date of this report, May 28, 2025, which is the date the financial statements were available to be issued.

On April 2, 2025, President Trump signed the Executive Order, Regulating Imports with a Reciprocal Tariff to Rectify Trade Practices that Contribute to Large and Persistent Annual United States Goods Trade Deficits ("the April 2 EO"), to take action based on the results of certain investigations related to the causes of the U.S.'s large and persistent annual trade deficits in goods. Subsequent to the April 2 EO, there have been additional Executive Orders that have, among other actions, effectively suspended the enforcement of certain country-specific tariffs until July 9, 2025, for all trading partners except for the People's Republic of China. The Company is currently assessing the potential impact of these actions.

NOTE 3 – CONTRACT ASSETS AND LIABILITIES

The following table provides details of accounts receivable, deferred costs and deferred revenues:

	December 31, 2024	December 31, 2023	January 1, 2023
Accounts receivable			
Royalties from franchisees	$ 134,408	$ 292,963	$ 311,152
Advertising fund contributions	--	--	211,587
Other receivables	2,000	57,015	434
	136,408	349,978	523,173
Deferred contract costs, net	498,981	551,696	641,005
Total Contract Assets	$ 635,389	$ 901,674	$ 1,164,178
Contract Liabilities			
Deferred franchise revenue	$ 3,022,762	$ 4,897,307	$ 4,981,658

DEFERRED CONTRACT COSTS

The Company assesses incremental costs incurred to obtain a contract, primarily comprising commissions paid to brokers. These costs are recognized as an asset and amortized over the expected period of benefit, generally ten years.

There were no costs capitalized in 2024 and 2023. Amortization expenses related to these capitalized costs were approximately $52,715 and $89,309 for the years ended December 31, 2024, and 2023, respectively.

DEFERRED FRANCHISE REVENUE

The Company records deferred franchise revenue when cash payments are received in advance of fulfilling a performance obligation. Revenues expected to be recognized within the next 12 months are classified as current liabilities, while those expected to be recognized beyond 12 months are classified as long-term liabilities.

During the years ended December 31, 2024, and 2023, the Company recognized $1,357,011 and $1,435,139 of revenue, respectively, which was previously recorded as deferred franchise revenue at the end of the prior year.

NOTE 4 – NATIONAL ADVERTISING FUND AND RESTRICTED CASH

The Company administers and maintains a National Advertising Fund (NAF) on behalf of its franchised stores to support and coordinate its marketing efforts. Under this arrangement, the Company collects advertising fund contributions from franchised stores and utilizes these funds for advertising, promotional, and public relations programs. Advertising fund contributions to the NAF are based on specified percentages of gross franchisee sales.

During 2024 and 2023, NAF collections ranged between 2.5% and 5% of gross franchisee sales. Stores owned by affiliated companies also contribute to the NAF. The Company maintains the NAF operating cash account and has sole control over the selection of advertising, marketing, and public relations programs and materials. The Company spends a significant amount on advertising, marketing, and public relations programs and materials every year in excess of the funds collected through advertising fund contributions. As such, there was no restricted cash at December 31, 2024 and 2023.

The Company has a contractual obligation to hold all NAF contributions for the franchisees' benefit and to use the funds exclusively for permitted purposes.

Advertising fund contributions received from franchisees are recognized as revenue from franchisees based on a percentage of sales (see Note 2). The related expenditures are recorded as incurred, classified as advertising and marketing expenses. As the NAF is operated as a division of the Company, the assets, liabilities and operations of the NAF are included within the Company’s financial statements as of and for the years ended December 31, 2024, and 2023.

NAF expenses are reported within operating expenses in the accompanying statements of income and approximated $13,232,000 and $15,259,000 for the years ending December 31, 2024, and 2023, respectively.

NOTE 5 – RELATED PARTY TRANSACTIONS

Due from affiliates, net, represents unsecured, non-interest-bearing advances to and from the Company and entities related by common control and ownership during the normal course of business. The Company has elected to apply the private company accounting alternative for common control arrangements as developed by the Private Company Council. Under the accounting alternative, the Company is not required to evaluate whether the related entity is a variable interest entity subject to consolidation by the Company.

NOTE 5 – RELATED PARTY TRANSACTIONS (CONTINUED)

Due from (to) affiliates consists of the following at December 31:

	2024	2023
Edible Brands LLC	$ 5,350,000	$ (185,000)
Edibles, LLC	--	1,700,000
Berry Direct, LLC	8,500,000	8,500,000
Edible Connect, LLC	--	6,000,000
Edible Holdings, LLC	1,500,000	--
Due from Affiliates, Net	$ 15,350,000	$ 16,015,000

The Company advanced funds to affiliated companies in the form of unsecured demand notes payable. The notes are non-interest bearing and the Company doesn't expect to demand payments within the next twelve months, accordingly these advances are reflected as a long term asset at December 31, 2024 and 2023.

Purchases - The Company purchased computer hardware and website services from NetSolace, LLC (formerly known as NetSolace, Inc.), an affiliated company under common ownership, amounting to $2,711,986 in 2023. There were no such expenses incurred in 2024.

Services - The franchisees receive various services from companies affiliated with the Company. These services include software sales and support, certain equipment and supplies and maintenance of the franchise system website, equipment leasing, administering some marketing funds, website and call center activities, receiving and processing orders for dipped fruit and wholesale distribution of dry goods. These affiliated services help support the operational and marketing functions of the franchise network.

LICENSING AGREEMENT

The Company entered into a licensing agreement with Edible IP, LLC, an affiliated company under common ownership. Edible IP, LLC owns the "Edible Arrangements" trademark and service mark, along with other intellectual property, which are licensed to the Company at no fee under an agreement dated May 1, 2001. This agreement grants the Company the right to sub-license these copyrights and trademarks to its franchisees.

The agreement has a twenty-year initial term, with three successive ten-year renewal options, ensuring the Company's continued right to use and license the intellectual property in its franchise operations. The Company exercised the first renewal option in 2021.

NOTE 6 – RETIREMENT PLAN

The Company has a 401(k) defined contribution retirement plan with a discretionary employer contribution. The Company contributed $54,183 to the plan in 2024. The Company did not contribute to the plan in 2023.

NOTE 7 – LEGAL PROCEEDINGS

In the ordinary course of business, the Company is involved in various legal proceedings involving contractual and employment relationships, trademark rights, and a variety of other matters. The Company does not believe there are any pending legal proceedings that will have a material impact on the Company's financial position or results of operations.

EDIBLE ARRANGEMENTS, LLC

BALANCE SHEETS BY DIVISIONS

DECEMBER 31, 2024

	Operation Division	NAF Division	Total
Assets			
Current Assets			
Cash and cash equivalents	$ 712,121	$ --	$ 712,121
Accounts receivable	136,408	--	136,408
Prepaid expenses	412,894	369,924	782,818
Deferred contract costs, current portion	98,756	--	98,756
Total Current Assets	1,360,179	369,924	1,730,103
Property and Equipment, net	749,722	--	749,722
Other Assets			
Deferred contract costs, net of current portion	400,225	--	400,225
Due from affiliates, net	16,000,000	(650,000)	15,350,000
Total Other Assets	16,400,225	(650,000)	15,750,225
Total Assets	$ 18,510,126	$ (280,076)	$ 18,230,050
Liabilities and Members' Equity (Deficit)			
Current Liabilities			
Accounts payable	2,181,594	--	2,181,594
Accrued expenses	1,434,817	138,340	1,573,157
Accrued national advertising expenses	--	840,777	840,777
Current portion of deferred franchise revenue	605,338	--	605,338
Total Current Liabilities	4,221,749	979,117	5,200,866
Deferred franchise revenue, net of current portion	2,417,424	--	2,417,424
Total Liabilities	6,639,173	979,117	7,618,290
Members' Equity (Deficit)	11,870,953	(1,259,193)	10,611,760
Total Liabilities and Members' Equity (Deficit)	$ 18,510,126	$ (280,076)	$ 18,230,050

See independent auditors' report.

EDIBLE ARRANGEMENTS, LLC

STATEMENTS OF INCOME BY DIVISIONS

FOR THE YEAR ENDED DECEMBER 31, 2024

	Operation Division	NAF Division	Total
Revenues			
Franchise fees	$ 2,741,718	$ --	$ 2,741,718
Royalties from franchisees	19,771,594	--	19,771,594
Advertising fund contributions	--	13,776,756	13,776,756
Other revenue	1,455,612	--	1,455,612
Total Revenues	23,968,924	13,776,756	37,745,680
Operating Expenses	21,495,808	13,231,945	34,727,753
Operating Income	2,473,116	544,811	3,017,927
Interest income	52,038	--	52,038
Net Income	$ 2,525,154	$ 544,811	$ 3,069,965

See independent auditors' report.

UNAUDITED FINANCIAL STATEMENTS

Edible Arrangements, LLC
Balance Sheet
As of April 30, 2026

Asset	**April 2026**
Current Asset	
Cash and cash Equivalents	-
Accounts receivable	395,907
Current portion of deferred contract costs	81,312
Prepaid expenses	472,846
Total Current Assets	**950,065**
Property and Equipment	
Property, plant & equipment	
Computer equipment and software	3,425,503
Furniture and fixtures	546,614
Store and production equipment	21,141
Construction in progress	318,892
Less accumulated depreciation	**(3,968,861)**
Property and Equipment, net	**343,289**
Other Assets	
Non-current portion of deferred contract costs	315,701
Due from affiliates, net	13,331,739
Total Other Assets	**13,647,439**
Total Assets	**14,940,793**
Liabilities and Member's Equity	
Current Liabilities	
Accounts payable	2,561,991
Accrued expenses	3,948,103
Current portion of deferred franchise revenue	538,216
Total Current Liabilities	**7,048,311**
Long Term Liabilities	
Deferred Franchise Revenue, Net of Current Portion	1,973,950
Operating Lease Liability	-
Total Long-Term Liabilities	**1,973,950**
Total Liabilities	**9,022,260**

THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OPINION WITH REGARD TO THEIR CONTENTS OR FORM.

Equity

Retained Earnings	6,490,444
Profit/(Loss) YTD	(571,911)
	5,918,533
Total Liabilities and Equity	**14,940,793**

THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OPINION WITH REGARD TO THEIR CONTENTS OR FORM.

Edible Arrangements, LLC

Profit and loss statement for 2026 through April 30, 2026

Revenue	**Jan-Apr 2026**
Franchise fees	302,584
Royalties from franchisees	5,901,533
Advertising Fund contributions	3,989,994
Other revenue	230,030
Total Revenues	**10,424,141**
Cost of Revenue	(110,266)
Operating expenses	(11,266,152)
Operating Expenses	**(11,376,418)**
Interest expense (income), net	-
Other Income	380,367
Total Other Income	**380,367**
Net profit/Loss	(571,911)

THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OPINION WITH REGARD TO THEIR CONTENTS OR FORM.

EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

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EDIBLE ARRANGEMENTS, LLC

TABLE OF CONTENTS – FRANCHISE OPERATIONS MANUAL

1.	Policies & Procedures	175
2.	Production	85
3.	Introduction	7
4.	Franchisee Communications	50
5.	EA Connect U.S.	75
6.	Food Safety	125
8.	Human Resources	25
9.	Financial and Accounting	25
12.	Training	75
13.	New Store Setup	55
14.	Products & Other Items Offered for Sales	50
15.	Dripped Fruit Shipping Stores	25
16.	Edible for Business	75
18.	Delivery	25
19.	Procurement	35
20.	EAI Brand Standards	100
21.	Guest Experience	75
23.	Product Nutritional Information	45
26.	My Store Marketing	150
	Total Number of Pages	1277

EXHIBIT E

LISTS OF EDIBLE ARRANGEMENTS® BUSINESSES / DEPARTING FRANCHISEES

©2026 EDIBLE ARRANGEMENTS, LLC

Edible Arrangements, LLC

FDD Location List as of December 31, 2025

Location Number	Owner Name	Address	City	State	Phone
871	Michelle Wood	4441 Creekside Avenue, Suite 145	Hoover	AL	+1 205-987-1700
1284	Michelle Wood	3000 Zelda Road	Montgomery	AL	+1 334-270-2888
1353	Long Wan Tan	1800 McFarland Blvd East Unit 435	Tuscaloosa	AL	+1 205-342-3200
1731	Brieon Mitchell	4178 E. McCain Blvd	North Little Rock	AR	+1 501-227-2225
1297	Ronald Aguero-Simic	2487 S Gilbert Road Suite 114	Gilbert	AZ	+1 480-545-1899
541	Ronald Aguero-Simic	1649 S Stapley Drive	Mesa	AZ	+1 480-621-3400
913	Tana Armstead	5501 N 7th Avenue Suite #104	Phoenix	AZ	+1 602-265-8600
377	Gabriela Zazueta	4320 North Miller Road Suite 102	Scottsdale	AZ	+1 480-840-0300
474	Tana Armstead	13980 W Bell Road Suite 18	Surprise	AZ	+1 623-561-0345
603	Ronald Aguero-Simic	930 West Broadway Suite 16	Tempe	AZ	+1 480-921-3660
532	William Piacenza	6176 East Speedway Blvd	Tucson	AZ	+1 520-790-3784
853	Dean Haskin	1120 Calloway Drive Suite 300	Bakersfield	CA	+1 661-588-3999
1182	Ivan Alan	3079 Telegraph Avenue	Berkeley	CA	+1 510-649-8900
1291	Yiyao Zhang	3101-D Balfour Road	Brentwood	CA	+1 925-516-0111
229	Garen Karapetyan	2720 Burbank Blvd	Burbank	CA	+1 818-841-4900
495	Ritish Mittal	1818 Marron Rd #101	Carlsbad	CA	+1 760-720-7227
635	Jose Ceja	531 E. Carson Street Unit B	Carson	CA	+1 310-513-0303
781	Jashan Kaushal	68-718 East Palm Canyon Drive Suite 205	Cathedral City	CA	+1 760-883-5600
397	Christina Flores	4036 Grand Avenue Suite G	Chino	CA	+1 909-902-0880
1049	Ibrahim Choudhry	560 W 1st Street	Claremont	CA	+1 909-621-9700
660	James Pallotta	1215 North Willow Avenue Suite 180	Clovis	CA	+1 559-323-2030
705	Linda Chesnut	7119 Elk Grove Boulevard Suite 129	Elk Grove	CA	+1 916-691-1444
1023	Pablo Carral	390 N El Camino Real	Encinitas	CA	+1 760-632-0222
621	Ibrahim Choudhry	11201 Sierra Avenue Suite 1C	Fontana	CA	+1 909-823-7848
1176	Vinita Prasad	3980 Washington Boulevard	Fremont	CA	+1 510-490-0176
930	Denila Wisler	5130 N Palm Avenue	Fresno	CA	+1 559-230-0300
694	Armenak Tumanyan	16127 South Western Avenue	Gardena	CA	+1 310-324-2244
1498	Elamin Awadalla	26953-I Mission Blvd	Hayward	CA	+1 510-582-6000
1304	Ibrahim Choudhry	3995 Irvine Boulevard	Irvine	CA	+1 714-368-3386
998	Larry Greenberg	8237 La Mesa Blvd	La Mesa	CA	+1 619-464-1111
1723	Hashim Choudhry	5216 East Los Altos Plaza	Long Beach	CA	+1 562-438-1100
1003	Hashim Choudhry	3785 Wilshire Blvd, STE 107AB	Los Angeles	CA	+1 213-365-8080
1427	Hashim Choudhry	5870 Melrose Avenue	Los Angeles	CA	+1 323-462-6666
598	Sally Nishimoto	5929 Whittier Boulevard Unit B	Los Angeles	CA	+1 323-832-9551
765	Manjot Sandhu	1061 Aviation Blvd	Manhattan Beach	CA	+1 714-585-2511
1119	Ibrahim Choudhry	26150 Iris Avenue Sute22	Moreno Valley	CA	+1 951-924-9911
294	Chad Dollarhide	970 N TUSTIN ST Suite B	Orange	CA	+1 714-639-4100
780	Farhana Islam	820 W Rancho Vista Blvd Suite B	Palmdale	CA	+1 661-273-6700

Location Number	Owner Name	Address	City	State	Phone
1537	Maria Lilia Sandoval	401 Kenilworth Drive	Petaluma	CA	+1 707-765-5703
823	Yiyao Zhang	3015-D Hopyard Road	Pleasanton	CA	+1 925-426-5555
255	Ibrahim Choudhry	9359 #C Foothill Blvd	Rancho Cucamonga	CA	+1 909-989-4748
472	Hashim Choudhry	29881 Aventura Unit A	Rancho Santa Margarita	CA	+1 949-888-5588
1514	Yiyao Zhang	1685 Broadway	Redwood City	CA	+1 650-362-3456
348	Sylvia Marquez	3540 Riverside Plaza Drive Suite 304	Riverside	CA	+1 951-684-2184
369	Parvinder Kang	1490 Eureka Road Suite #120	Roseville	CA	+1 916-771-5100
337	Arlen Soghomonians	414 12th Street	Sacramento	CA	+1 916-444-1040
258	Larry Greenberg	141 University Avenue Suite 3	San Diego	CA	+1 619-294-3699
257	Manoj Soans	4340 Genessee Avenue Suite 101	San Diego	CA	+1 858-565-1555
1232	Nidhi Khurana	515 Bay Street	San Francisco	CA	+1 415-346-3334
723	Saul Ackerman	288 South San Gabriel Boulevard Unit 109	San Gabriel	CA	+1 626-614-8070
129	Farhana Islam	23023 West Soledad Canyon	Saugus	CA	+1 661-253-0052
879	Wasim Ahmed Qazi	135 North Hunter Street	Stockton	CA	+1 209-943-1200
1104	Yiyao Zhang	820 W El Camino Real	Sunnyvale	CA	+1 408-730-0483
1755	Fouad Jilani	27548 Ynez Road Suite I-11	Temecula	CA	+1 951-893-4100
263	Manjot Sandhu	20034 Hawthorne Boulevard Suite A	Torrance	CA	+1 310-370-8828
1057	Edgardo Melgar	1661 E. Monte Vista Avenue	Vacaville	CA	+1 707-455-7669
292	Tiffany De Vall-Grashel	7222 Van Nuys Boulevard Unit D	Van Nuys	CA	+1 818-267-2525
520	Manuel Serrano	12180 Ridgecrest Road Unit 518	Victorville	CA	+1 760-269-0260
401	Andrea Vieira	Packwood Creek 4016 South Mooney Boulevard	Visalia	CA	+1 559-734-8800
1181	Yiyao Zhang	1544 Newell Avenue	Walnut Creek	CA	+1 925-280-9600
470	Fouad Jilani	411 North Azusa Ave	West Covina	CA	+1 626-339-3300
419	Chad Dollarhide	16480 Beach Blvd	Westminster	CA	+1 714-841-0065
376	Laurence Choi	15626 Whittwood Lane	Whittier	CA	+1 562-943-8151
537	Tony Lang	14301 East Cedar Avenue Unit C	Aurora	CO	+1 303-400-3616
509	Tony Lang	7541 Academy Boulevard North	Colorado Springs	CO	+1 719-268-0880
519	Eileen Lee	555 South 8th St	Colorado Springs	CO	+1 719-633-7580
399	Tammie Buser	1685 South Colorado Boulevard Q2	Denver	CO	+1 303-759-3393
868	Tammie Buser	14241 West Colfax Avenue Unit A	Lakewood	CO	+1 303-278-2081
414	Tammie Buser	5066 South Wadsworth Boulevard Unit 105	Littleton	CO	+1 303-904-1353
428	Tony Lang	100 E. 120th Ave. Ste. G130	Northglenn	CO	+1 303-410-0111
503	Tony Lang	17856 Cottonwood Drive	Parker	CO	+1 303-699-7979
349	Farrukh Farid	845 West Main Street	Branford	CT	+1 203-483-9300
211	Maria Imran	3710 Main Street Suite 3	Bridgeport	CT	+1 203-610-6334
280	Shamoon Rashid	920 Stafford Avenue	Bristol	CT	+1 860-583-9800
1385	Maria Imran	67 Newtown Road	Danbury	CT	+1 203-778-8441
359	Sajida Farooqi	676 New Haven Ave	Derby	CT	+1 203-736-0700
230	Zahida Farid	636 Enfield Street	Enfield	CT	+1 860-745-4500
1275	Zahid Mir	384 West Putnam Ave	Greenwich	CT	+1 203-625-5555
904	Farrukh Farid	1920 Dixwell Avenue	Hamden	CT	+1 203-907-0070

Location Number	Owner Name	Address	City	State	Phone
624	Shamoon Rashid	244 Trumbull Street	Hartford	CT	+1 860-246-6100
251	Isa Cayan	1347 Boston Post Road Suite 103	Madison	CT	+1 203-245-3535
207	Zahida Farid	290 Broad Street	Manchester	CT	+1 860-646-4352
1704	Syed Zaidi	893 East Main Street Suite 2	Meriden	CT	+1 203-440-4315
1135	Shamoon Rashid	100 Main Street	Middletown	CT	+1 860-346-1353
142	Maria Imran	205 Cherry Street	Milford	CT	+1 203-882-8300
1137	Farrukh Farid	936 Chapel Street	New Haven	CT	+1 203-752-0266
1432	James Brown	243 State Street	New London	CT	+1 860-437-3166
137	Maria Imran	456 Main Avenue	Norwalk	CT	+1 203-229-0895
106	Shamoon Rashid	38 Town Line Road	Rocky Hill	CT	+1 860-563-3942
1307	Serena Boutot	685 Queen St	Southington	CT	+1 860-863-5405
174	Zahid Mir	465 Summer Street	Stamford	CT	+1 203-921-1885
481	Timothy Roche	709 Winsted Road	Torrington	CT	+1 860-496-1300
185	Farrukh Farid	753 Wolcott Street	Waterbury	CT	+1 203-591-9463
1033	Eric Balcerzak	39 Elm Street	West Haven	CT	+1 203-933-8300
1706	Satish Vemana	1740 M Street Northwest	Washington	DC	+1 202-955-5660
447	Mehul Amin	140 Gateway South Blvd.	Dover	DE	+1 302-832-2472
616	AnnMarie Hight	33322-45 East Chesapeake Street	Lewes	DE	+1 302-644-9339
721	Tarek Mourad	1714 Naamans Road	Wilmington	DE	+1 302-475-4001
480	Priya Jain	4563 Kirkwood Highway	Wilmington	DE	+1 302-998-2700
1672	Jehad Hannoush	2424 East Semoran Boulevard	Apopka	FL	+1 407-634-4361
1061	Jennifer Palma	26381 South Tamiami Trail Suite 100	Bonita Springs	FL	+1 239-676-9911
1600	Arun Patel	7333 52nd Place East	Bradenton	FL	+1 941-213-1355
1100	Adrian Cristea	806 Court Street	Clearwater	FL	+1 727-239-7788
335	Matthew Nehmatallah	2413 S Hwy 27	Clermont	FL	+1 352-708-3404
332	Akhil Bhandare	2802 N. University Drive	Coral Springs	FL	+1 954-755-2400
1601	Farshad Rouhani	14535-C S Military Trail	Delray Beach	FL	+1 561-270-3657
1509	Farshad Rouhani	1913 N. Pine Island Road	Fort Lauderdale	FL	+1 954-533-1384
1664	Akhil Bhandare	5975 North Federal Highway Suite 122	Fort Lauderdale	FL	+1 954-982-6614
568	Jennifer Palma	14261 S. Tamiami Trail Suite 16	Fort Myers	FL	+1 239-437-8480
469	Christopher Perez	230 Eglin Parkway NE	Fort Walton Beach	FL	+1 850-226-4111
846	Shashikumar Rajput	7050 SW Archer Road	Gainesville	FL	+1 352-378-2400
407	Akhil Bhandare	3725 Hollywood Boulevard	Hollywood	FL	+1 954-966-3337
545	Ghani Ahsan	6001 Argyle Forest Boulevard Suite 17	Jacksonville	FL	+1 904-317-2333
1702	Jeremiah Adjei	3651 St. Johns Avenue	Jacksonville	FL	+1 904-551-2716
289	Jehad Hannoush	3801 West Lake Mary Boulevard Unit 119	Lake Mary	FL	+1 407-833-9393
1132	Anthony Herlong	3096 Lake Washington Rd	Melbourne	FL	+1 321-622-8148
384	German Pao	12517 South Dixie Hwy	Miami	FL	+1 305-238-0026
634	Heriberto Santana	13746 N. Kendall Drive	Miami	FL	+1 305-386-4188
402	Heriberto Santana	150 SE 2nd Avenue Suite 1-G	Miami	FL	+1 305-577-6101
1586	German Pao	9848 SW 40th St	Miami	FL	+1 305-677-6540
1612	Alejandro Murgueytio	3753 NW 167th Street Suite 105	Miami Gardens	FL	+1 305-417-4000

Location Number	Owner Name	Address	City	State	Phone
128	Jennifer Palma	Promenade Plaza 1267 Airport Road S	Naples	FL	+1 239-643-7070
1650	Ryan Colbert	1336 Seven Springs Blvd	New Port Richey	FL	+1 727-478-1234
799	Jennifer Palma	15201 N. Cleveland Avenue Suite 607	North Fort Myers	FL	+1 239-997-3784
586	Shashikumar Rajput	3101 SW 34th Avenue Suite 702	Ocala	FL	+1 352-861-9400
190	Zaki Hannoush	4104 Millenia Boulevard Suite 101	Orlando	FL	+1 407-212-6194
1171	Jehad Hannoush	11776 East Colonial Drive	Orlando	FL	+1 407-440-4484
632	Rachelle Neck	4060 Thomas Street Suite B06	Oxford	FL	+1 352-391-1334
423	Christopher Richardson	33139 US Highway 19 N	Palm Harbor	FL	+1 727-787-4100
1609	Jeanne Swierski	1682 S. Congress Ave	Palm Springs	FL	+1 561-771-6655
1659	Alejandro Murgueytio	8180 Pines Boulevard	Pembroke Pines	FL	+1 954-516-7000
500	Chaz Wolfe	4350 Bayou Boulevard Suite 6	Pensacola	FL	+1 850-473-2277
817	Sam Patel	18700 Veteran's Boulevard Unit 5	Port Charlotte	FL	+1 941-255-8880
282	Tiovanni Carter	7568 South US Highway 1	Port St. Lucie	FL	+1 772-337-5310
239	Arun Patel	1100 N Tuttle Avenue Suite 15	Sarasota	FL	+1 941-316-9400
1335	Janice Murgueytio	4811 Volunteer Road	Southwest Ranches	FL	+1 954-880-0700
1690	Victoria Wilson	2711 Forest Road	Spring Hill	FL	+1 352-606-0096
259	Adrian Cristea	4827 34th St South	St. Petersburg	FL	+1 727-864-9894
717	Tiovanni Carter	3352 SE Federal Highway	Stuart	FL	+1 772-221-3343
895	Ghani Ahsan	1660 N Monroe Street Suite 4	Tallahassee	FL	+1 850-222-0623
454	Maria Richardson	1305 S Dale Mabry	Tampa	FL	+1 813-259-0300
475	Maria Richardson	14308-B North Dale Mabry Highway	Tampa	FL	+1 813-908-1512
297	Devon Rakestraw	Shoppes at Lithia 3455 Lithia Pinecrest Road	Valrico	FL	+1 656-500-6505
265	Sam Patel	1435 E. Venice Ave Suite 103	Venice	FL	+1 941-488-8880
716	Christopher Richardson	3749 Bruce B Downs	Wesley Chapel	FL	+1 813-929-7362
405	Tiovanni Carter	13873 Wellington Trace B-5	West Palm Beach	FL	+1 561-422-3232
303	Kaniz Momin	3005 Old Alabama Road Suite 240	Alpharetta	GA	+1 770-667-7887
838	Jill Foster	1040 Gaines School Road Suite 111	Athens	GA	+1 706-354-3766
756	Corey Bierria	3830 Princeton Lakes Court Suite 700	Atlanta	GA	+1 404-346-1488
1022	Kevin Cianciulli	1118 Broad Street	Augusta	GA	+1 706-364-3727
1149	Aun Ali	1757 East West Connector, #440	Austell	GA	+1 770-819-4040
1622	Ali Raza Momin	3200 Woodward Crossing Boulevard Suite B104	Buford	GA	+1 770-691-3400
994	Jim Arrington	5592 Whitesville Road Suite O	Columbus	GA	+1 706-221-5681
1565	Apoorvi Shah	10329 Industrial Blvd Covington Center	Covington	GA	+1 770-728-1890
981	Bhaveshkumar Rajanikant	2315 Marketplace Blvd	Cumming	GA	+1 678-341-6545
1199	Ishah Momin	8876 Dallas Acworth Highway	Dallas	GA	+1 678-501-5540
240	Felicia Mathis	1001 Market Street (Unit 24)	Dalton	GA	+1 706-529-7255
1293	Samir Momin	6880 Douglas Boulevard Suite A	Douglasville	GA	+1 678-391-8420
1243	Kaniz Momin	3675 Satellite Boulevard #1010 Gwinnett Market Fair Shopping CTR	Duluth	GA	+1 770-418-1997
1217	Kumud Savla	Ashford Place 4780 Ashford Dunwoody Road Ste. 520	Dunwoody	GA	+1 770-698-8500
453	Kevin Cianciulli	622 Mullins Colony Drive	Evans	GA	+1 706-855-1616

Location Number	Owner Name	Address	City	State	Phone
720	Ali-Nawaz Momin	1240 Highway 54 West Suite 501	Fayetteville	GA	+1 770-716-3550
1578	Nayan Sharma	5887 Spout Springs Road D200	Flowery Branch	GA	+1 770-967-3828
992	Kedric West	501 Roberts CT NW #9	Kennesaw	GA	+1 404-937-7086
820	Jasleen Johar	3130 Sugarloaf Parkway	Lawrenceville	GA	+1 678-206-2222
549	Perry Cole	8200 Mall Parkway Suite B175	Lithonia	GA	+1 770-484-8901
985	Apoorvi Shah	4763 Atlanta Highway	Loganville	GA	+1 770-554-4682
1695	Tanvirhasan Momin	3805 Dallas Highway SW County Suite 808	Marietta	GA	+1 678-924-8277
307	Faisal Momin	4880 Lower Roswell Road Suite 820	Marietta	GA	+1 770-579-7081
722	Kaniz Momin	1776 Jonesboro Road	McDonough	GA	+1 678-583-8875
1377	Faraz Khan	13077 Highway 9 North, Suite 610 Deerfield Place	Milton	GA	+1 678-867-0611
910	Priscilla Taing	1053 Bullsboro Drive	Newnan	GA	+1 678-423-0368
1697	Ash Momin	7111 GA Highway 85	Riverdale	GA	+1 470-885-7177
1130	Mohamedzaeem Momin	315 Riverside Parkway Suite 150	Rome	GA	+1 706-235-0711
281	Uzma Momin	1125 Woodstock Road Suite 300	Roswell	GA	+1 770-650-7900
1714	Megan Dahm	10010 Abercorn Street	Savannah	GA	+1 912-925-8742
1334	Subhash Sunkara	2631 Peachtree Pkwy, Suite 535	Suwanee	GA	+1 678-947-6088
682	Tariq Ahmed	2752 Woodlawn Drive Unit 5-116	Honolulu	HI	+1 808-988-3784
715	Joan Fang	45-480 Kaneohe Bay Drive Store C09C	Kaneohe	HI	+1 808-235-8858
314	Rajesh Khanna	2020 Grand Avenue Suite 600	West Des Moines	IA	+1 515-222-9711
752	Ahmad Abutabanjeh	4400 Westbrook Drive	Aurora	IL	+1 630-585-9999
689	Margo Palusheck	953 Rt 59	Bartlett	IL	+1 630-837-8149
805	Long Wan Tan	49 East Marketview Drive	Champaign	IL	+1 217-355-1711
661	Luis Rubschlager	136 S. Dearborn	Chicago	IL	+1 312-263-0700
322	Ahmad Abutabanjeh	1212 West Taylor Street	Chicago	IL	+1 312-421-5440
592	Christian Washington	1239 South Michigan Ave	Chicago	IL	+1 312-566-9999
1004	Shatira Wilks	9945 S Halsted Street	Chicago	IL	+1 773-238-3100
600	Aquilla Parsons-Jones	1465 East Hyde Park Blvd.	Chicago	IL	+1 773-256-1400
1025	Ahmad Abutabanjeh	6656 W Archer Avenue	Chicago	IL	+1 773-306-1745
299	Rasha Alkhazali	2362 N. Clybourn Avenue	Chicago	IL	+1 773-348-5070
923	Anita Bustos	4333 W. Irving Park Rd.	Chicago	IL	+1 773-777-4350
570	Yasmine Hinnawi	7511 Lemont Road Suite 196	Darien	IL	+1 630-541-9261
144	Bonnie Szeto	1131 N. Milwaukee Avenue	Deerfield	IL	+1 847-537-2868
679	Margo Palusheck	2956 Finley Road	Downers Grove	IL	+1 630-932-4000
865	Emily Mortland	447 S Buchanan	Edwardsville	IL	+1 618-656-2400
1412	Hebah Abu-Hammoud	269 S. Randall Rd Clocktower Plaza	Elgin	IL	+1 847-697-4444
141	Rasha Alkhazali	206 North York Street	Elmhurst	IL	+1 630-516-9029
571	Karla Harris - Hylton	8732 South Kedzie Avenue	Evergreen Park	IL	+1 708-636-4438
739	Noreen Hansbrough	18312 Governors Highway	Homewood	IL	+1 708-957-1118
455	Ala Abutabanjeh	1504 Essington Road	Joliet	IL	+1 815-729-9399
167	Greg Cieslak	1412 South Butterfield Road	Mundelein	IL	+1 847-281-9600
213	Margo Palusheck	1807 S. Washington Street Suite 104	Naperville	IL	+1 630-420-0000

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1201	Shatira Wilks	6076 W 159 St	Oak Forest	IL	+1 708-535-1111
362	Ala Abutabanjeh	107 North Marion Street	Oak Park	IL	+1 708-848-4840
354	Sandra Hector	9040 W. 159th Street	Orland Park	IL	+1 708-873-9540
604	Hebah Abu-Hammoud	778 East Dundee Rd	Palatine	IL	+1 847-705-6911
499	Jordan Tuminaro	6840 Springcreek Road	Rockford	IL	+1 815-282-9799
404	Margo Palusheck	728 East Schaumburg Road	Schaumburg	IL	+1 847-781-5000
244	Serena Dizonno	123 East Front Street	Wheaton	IL	+1 630-462-1111
1743	Kate Vannoy	997 East County Line. Suite N	Greenwood	IN	+1 317-859-3711
610	Retha Parsley	2602 East 62nd Street	Indianapolis	IN	+1 317-570-0695
488	Christian Washington	300 W Lincoln Highway	Schererville	IN	+1 219-864-1400
1349	Nilita Patel	123 S. Michigan Street	South Bend	IN	+1 574-234-8182
719	Laura Hunsley	501 Silhavy Road Suite B-100	Valparaiso	IN	+1 219-531-4300
1571	Grant Bauserman	2300 N Greenwich Rd Suite 300	Wichita	KS	316-847-8232
617	Amanda Hiner	3701 Lexington Road Suite 3	Louisville	KY	+1 502-895-2377
1184	Donald Piper	6725 Siegen Lane Ste H	Baton Rouge	LA	+1 225-400-9555
1183	Donald Piper	5720 Corporate Boulevard	Baton Rouge	LA	+1 225-771-8393
607	Nasim Jamhour	1650 Gretna Blvd.	Harvey	LA	+1 504-367-7798
733	Pallavi Simon	Pinhook Village 2800 W. Pinhook Road	Lafayette	LA	+1 337-266-9989
1703	Ronald Piper	4110 Lake St Suite 200	Lake Charles	LA	+1 337-602-8622
247	Laurie Mitchell	4634 Highway 22	Mandeville	LA	+1 985-792-0961
529	Nasim Jamhour	3950 Youree Drive Suite 130	Shreveport	LA	+1 318-865-7188
156	Doreen Somma	98 Westgate Drive	Brockton	MA	+1 508-583-6900
1321	Yves Baril	Village Shoppes 95 Washington Street	Canton	MA	+1 781-821-5400
1146	Zahida Farid	430 N Main Street	East Longmeadow	MA	+1 413-525-0003
410	Jessica DaSilva	101 President Avenue	Fall River	MA	+1 508-730-3410
272	Arvinder Suri	119 Waverly Street (Rt. 135)	Framingham	MA	+1 508-665-5999
951	Nikita Patel	229 A Lincoln Ave	Haverhill	MA	+1 978-372-0202
154	Ziqa Ullah	320 Central Street	Leomister	MA	+1 978-665-9400
198	Arvinder Suri	1025 Boston Post Road East (Rt 20)	Marlboro	MA	+1 508-485-3200
971	Yves Baril	275 Mystic Avenue	Medford	MA	+1 781-306-0009
979	Achut Mashruwala	196 East Main Street	Milford	MA	+1 508-473-2120
995	Jessica DaSilva	85B Faunce Corner Rd.	North Dartmouth	MA	+1 508-858-5450
950	Nicholas D'Alleva	637 Lowell St Unit 80	Peabody	MA	+1 978-536-7010
254	James Anderson	321 Court St	Plymouth	MA	+1 508-746-1717
150	Irina Salgan	1360 Hancock Street	Quincy	MA	+1 617-657-0080
1126	Stephen McCarthy	280 A Route 130 Unit 4	Sandwich	MA	+1 508-888-1336
983	Deborah Kostisin	679 Washington Street	South Attleboro	MA	+1 508-399-6111
1715	Yves Baril	327 West Broadway	South Boston	MA	+1 617-981-6880
231	Doreen Somma	537-1 County Street	Taunton	MA	+1 508-824-1110
450	Nikesh Patel	1721 Main St Unit 6	Tewksbury	MA	+1 978-851-3265
210	Louise Beauchemin	1053 Riverdale St Suite I	West Springfield	MA	+1 413-739-1212
161	Ziqa Ullah	175 Littleton Road	Westford	MA	+1 978-692-3500

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170	Sheeraz Azeez	2036 Boston Road	Wilbraham	MA	+1 413-543-7575
113	Yves Baril	71 Cummings Park	Woburn	MA	+1 781-938-1991
153	Ziqa Ullah	453 Pleasant Street	Worcester	MA	+1 508-797-9200
1219	Cynthia Lane	2935 Emmorton Road	Abingdon	MD	+1 410-569-0110
290	Richard Gilbreath	7 Old Solomons Island Road Suite D	Annapolis	MD	+1 410-897-9940
572	Kathleen Setzer	6352 York Road	Baltimore	MD	+1 410-377-3051
406	Cynthia Lane	100 N Charles St Suite P102	Baltimore	MD	+1 410-545-0515
637	Harry Felling	1203 Baltimore Pike D	Bel Air	MD	+1 410-877-2414
301	Peter Toeneboehn	6925 Oakland Mills Road	Columbia	MD	+1 410-290-6630
1352	Cathleen Schneider	6010 Meadowridge Center Dr, STE B	Elkridge	MD	+1 410-799-1057
577	Kimberly Hallen	2060 Yellow Springs Road Suite 103	Frederick	MD	+1 301-698-1973
649	Mayra Romero	12619 Wisteria Drive Suite K	Germantown	MD	+1 301-540-6666
726	Mary Ellen Harmel	801 Landmark Drive Suite F	Glen Burnie	MD	+1 443-749-7959
917	Karimot Dosunmu	222 East Oak Ridge Drive Suite 1100	Hagerstown	MD	+1 240-420-8560
1332	Mubeen Ishtiaq	9100 McHugh Drive, Suite 600	Lanham	MD	+1 301-322-3160
695	Satish Vemana	3478 Olney Laytonsville Rd	Olney	MD	+1 301-774-5701
615	Aklima Begum	5007 Honeygo Center Drive Suite 105	Perry Hall	MD	+1 410-529-2322
1131	Cynthia Lane	3765 C Old Court Road	Pikesville	MD	+1 410-602-6292
140	Loida Pope	5050C Nicholson Lane	Rockville	MD	+1 301-230-4544
575	AnnMarie Hight	701 E Naylor Mill Road Suite C	Salisbury	MD	+1 410-677-0350
565	Richard Gilbreath	344 Ritchie Highway	Severna Park	MD	+1 410-431-7030
1602	Loida Pope	915 Bonifant Street	Silver Spring	MD	+1 301-244-9955
710	Anwar Malik	4909 Allentown Road	Suitland	MD	+1 301-420-0053
644	Satish Vemana	5741 Crain Highway	Upper Marlboro	MD	+1 301-780-5670
334	Wahidullah Helmandi	3332-A Crain Highway	Waldorf	MD	+1 301-638-9450
491	Michelle Toal	3386 Washtenaw Ave	Ann Arbor	MI	+1 734-929-0200
277	Scot Page	3766 West 12 Mile Road	Berkley	MI	+1 248-547-7000
597	Barry Nabozny Jr.	603 West Grand River Avenue	Brighton	MI	+1 810-220-3200
531	Leslie Robinson	26430 Ford Road	Dearborn Heights	MI	+1 313-730-8828
1059	Jay Purcell	3989 Cascade Road SE #25	Grand Rapids	MI	+1 616-988-5715
363	Kimberly Mcclellan	21016 Mack Avenue	Grosse Pointe	MI	+1 313-343-0400
706	William Hardy	508 S Lapeer Rd	Lake Orion	MI	+1 248-814-9600
1177	Jeremy Hunter	300 N Clippert Street, Suite 11	Lansing	MI	+1 517-324-7000
677	Charles Muskovin	5851 South Harvey St.	Muskegon	MI	+1 231-798-6000
451	Kimberly Mcclellan	35304 23 Mile Road	New Baltimore	MI	+1 586-716-1400
809	Jay Purcell	6749 S. Westnedge Avenue Suite N	Portage	MI	+1 269-323-2300
463	Ben Muzljakovich	50464 Schoenherr Road	Shelby Township	MI	+1 586-532-6255
462	Ben Muzljakovich	37852 Van Dyke Avenue	Sterling Heights	MI	+1 586-268-5221
160	Leslie Robinson	52 West Square Lake Road	Troy	MI	+1 248-879-9300
1452	Ben Muzljakovich	11545 12 Mile Road	Warren	MI	+1 586-578-4500
276	Virginia Page	6167 Haggerty Road	West Bloomfield	MI	+1 248-960-5200
778	Travis Thomas	19117 West Road	Woodhaven	MI	+1 734-671-9200

Location Number	Owner Name	Address	City	State	Phone
745	Eugena Rudenko	13712 Grove Drive	Maple Grove	MN	+1 763-420-3115
1314	Jad Hark	108 South 8th St	Minneapolis	MN	+1 612-436-1152
626	Claudine Moon	1747 Lexington Ave N	Roseville	MN	+1 651-488-4500
1193	Candace Schmitt	8300 Tamarack Village Suite 108	Woodbury	MN	+1 651-330-9653
386	Evelia Ramirez	14035 New Halls Ferry Rd Lindbergh and New Halls Ferry Road	Florissant	MO	+1 314-837-9200
762	Yulia Kheyfets	12642 Dorsett Road	Maryland Heights	MO	+1 314-576-7755
1072	Yulia Kheyfets	1308 Highway K	O Fallon	MO	+1 636-272-7775
324	Yulia Kheyfets	2550 S. Brentwood Blvd.	Saint Louis	MO	+1 314-962-6464
845	Russell Bruce	1336 E. Battlefield	Springfield	MO	+1 417-881-9992
713	Yulia Kheyfets	3802 South Lindbergh Boulevard Suite 106	St. Louis	MO	+1 314-849-7722
372	Jayesh Patel	500 Highway 51 North Suite O	Ridgeland	MS	+1 601-605-6456
1229	George Stepanian	2475 South Church Street	Burlington	NC	+1 336-499-7779
365	George Stepanian	207 Crossroads Blvd.	Cary	NC	+1 919-851-7065
502	Eugene Campbell	809 South Kings Dr.	Charlotte	NC	+1 704-377-8588
977	Judith Houghton	10917 Black Dog Lane Suite 103	Charlotte	NC	+1 704-392-6750
643	Pamela Burks-Grant	6832 Matthews Mint Hill Rd, STE 301	Charlotte	NC	+1 704-545-5757
1477	Eugene Campbell	8511 Davis Lake Pkwy Suite C7	Charlotte	NC	+1 980-237-6590
522	Mahboob Ata Khawaja	5345 Vining Street Suite 101	Concord	NC	+1 704-784-8401
443	George Stepanian	5129 NC Highway 55 Suite 107	Durham	NC	+1 919-338-2115
701	Diane Dawkins	1800 Skibo Road Suite 146	Fayetteville	NC	+1 910-480-4862
151	Eugene Campbell	4719 West Gate City Blvd	Greensboro	NC	+1 336-297-0108
1261	Andrew Moore	3306-A Highway 74 West	Monroe	NC	+1 704-635-8761
261	Terence Arrington	638 River Highway Suite F	Mooresville	NC	+1 704-658-0006
1159	George Stepanian	1028 Oberlin Road, Suite 238	Raleigh	NC	+1 919-521-8991
1096	Laverna Alexander	251 Skyland Plaza Suite 102	Spring Lake	NC	+1 910-436-2000
391	George Stepanian	944 Gateway Commons Circle	Wake Forest	NC	+1 919-374-2960
1150	Eugene Campbell	3222 Silas Creek Parkway	Winston-Salem	NC	+1 336-768-2034
1759	Ratheesh Nair	200 N 66th St	Lincoln	NE	+1 402-500-6323
506	Ratheesh Nair	1036 S 74th Plaza	Omaha	NE	+1 402-397-0358
1626	Mirna DiPano	300 Main Street	Nashua	NH	+1 603-886-2790
1012	Arvinder Suri	236 N. Broadway	Salem	NH	+1 603-894-0288
122	Mohamed Elmahdy	488 Broadway	Bayonne	NJ	+1 201-339-5666
1319	Adriana Korngold	1331 Prince Rodgers Ave	Bridgewater	NJ	+1 908-210-9100
163	Bhavind Papaiya	375 Route 46	Budd Lake	NJ	+1 973-347-7666
814	Ravi Patel	349 Bloomfield Ave	Caldwell	NJ	+1 973-226-2662
269	Michael Kelleher	1871 Route 70 East Suite 13	Cherry Hill	NJ	+1 856-424-5200
528	Michael Kelleher	1259 Blackwood Clementon Road	Clementon	NJ	+1 856-627-0791
104	Mohammad Najib	890 Van Houten Avenue	Clifton	NJ	+1 973-249-0220
1324	Sulbha Joshi	2 South Avenue West Cranford Crossing	Cranford	NJ	+1 908-967-6317
111	Bhavind Papaiya	276 East Main Street Suite 15	Denville	NJ	+1 973-664-1114
1203	Megan Francis	761 Route 33 West Store # 111	East Windsor	NJ	+1 609-490-9860

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629	Natalie Vasquez	1199 Amboy Avenue Suite 19	Edison	NJ	+1 732-632-9200
753	Mohammad Najib	134 Elmora Ave	Elizabeth	NJ	+1 908-558-1010
271	Sangeeta Raje	20 Commerce St Suite 2012	Flemington	NJ	+1 908-788-7500
1021	Bhavind Papaiya	70B Route 23	Franklin	NJ	+1 973-827-8464
1180	Trishna Desai	3338 Route 9 Unit 10	Freehold	NJ	+1 732-677-3300
103	Ahmad Abrar Koshul	350 Main Street	Hackensack	NJ	+1 201-342-0440
219	Sangeeta Raje	731Route 33	Hamilton	NJ	+1 609-890-2700
927	Mohamed Elmahdy	84 Washington Street	Hoboken	NJ	+1 201-420-0500
892	Mohamed Elmahdy	261 Grand Street	Jersey City	NJ	+1 201-763-5800
1642	Mohamed Elmahdy	747 Newark Avenue	Jersey City	NJ	+1 201-918-5650
133	Mohammad Najib	523 South Livingston Ave	Livingston	NJ	+1 973-992-1985
1631	David Mikadze	15 Franklin Turnpike	Mahwah	NJ	+1 201-429-3233
700	Paul Marchal	100 McKinley Avenue Suite 8	Manahawkin	NJ	+1 609-597-0019
120	Neel Jani	357 Route 9 South	Manalapan	NJ	+1 732-972-1976
132	Swathi Mekala	570-A Union Ave	Middlesex	NJ	+1 732-926-1900
121	Ankit Patel	220 Ryders Lane	Milltown	NJ	+1 732-249-1888
1281	Ravi Patel	444 Bloomfield Avenue	Montclair	NJ	+1 973-337-5567
1239	Taamika Johnson	Village at Cambridge Crossing 4250 Dearborn Circle	Mount Laurel	NJ	+1 856-234-6700
221	Mohammad Najib	1152 Raymond Boulevard	Newark	NJ	+1 973-792-1700
107	Khaled Omar	219 Franklin Avenue	Nutley	NJ	+1 973-667-0700
125	Neel Jani	879 West Park Avenue	Ocean	NJ	+1 732-695-9399
1607	Mohammad Najib	745 US Hwy 46	Parsippany	NJ	+1 973-721-6400
238	Sangeeta Raje	136 Stanhope Street	Princeton	NJ	+1 609-520-6500
246	Sulbha Joshi	29 West Front Street	Red Bank	NJ	+1 732-219-7600
668	Mohammad Najib	2520 Route 22	Scotch Plains	NJ	+1 908-789-0026
252	Daniel Storey	421 Hurffville-Crosskeys Road	Sewell	NJ	+1 856-589-8301
295	Bhavika Patel	39 Bethel Road Ocean Heights Plaza	Somers Point	NJ	+1 609-926-3353
1663	Kavita Patel	1075 Easton Avenue	Somerset	NJ	+1 732-435-0016
1242	Mohammad Najib	84 Summit Ave	Summit	NJ	+1 908-273-0100
315	Mounir Yacoub	1248 Rte 166	Toms River	NJ	+1 732-244-2011
105	Alpesh Patel	484 Chestnut Street	Union	NJ	+1 908-624-0999
374	Khaled Omar	6610 Bergenline Avenue	West New York	NJ	+1 201-868-5550
118	Varsha Rao	462 Rahway Avenue	Woodbridge	NJ	+1 732-326-0200
352	Wahidullah Helmandi	4770 Montgomery Boulevard NE Suite D-121	Albuquerque	NM	+1 505-888-0100
932	Leonard Ortega	825 Cerrillos Road	Santa Fe	NM	+1 505-989-9770
321	Cameron Sorensen	205 N Stephanie Street Suite C	Henderson	NV	+1 702-434-8334
336	Funmilola Lola Rankin	6454 Sky Pointe	Las Vegas	NV	+1 702-453-7848
1696	Basil Daniel	6830 South Rainbow Boulevard Suite 150	Las Vegas	NV	+1 702-820-5050
1311	Funmilola Lola Rankin	1291 S. Decatur Blvd. 140	Las Vegas	NV	+1 702-822-4469
1301	Cameron Sorensen	5055 South McCarran Boulevard	Reno	NV	+1 775-825-3103
164	Thameem Ismail	155 Wolf Road	Albany	NY	+1 518-438-5858

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686	Mohammad Hinnawi	30-47 Steinway Street	Astoria	NY	+1 718-943-6775
316	Farhan Ahmad	80A West Main Street	Babylon	NY	+1 631-893-9300
283	Abbas Dastgir	911 Montauk Highway	Bayport	NY	+1 631-472-0111
191	David Blinn	1505 Bellmore Avenue	Bellmore	NY	+1 516-221-5656
1373	Syed Z. Mazhar	436 North Wantagh Ave	Bethpage	NY	+1 516-433-7848
1656	Mohammad Hinnawi	880 East 163rd Street	Bronx	NY	+1 718-208-4333
489	Mohammad Hinnawi	3530 Johnson Avenue	Bronx	NY	+1 718-708-6333
513	Jose Vasquez	2021 Williamsbridge Road	Bronx	NY	+1 718-823-4646
1140	Felix Schwartz	5114 Avenue N	Brooklyn	NY	+1 347-587-7500
794	Mohammad Hinnawi	350 Broadway	Brooklyn	NY	+1 718-389-0700
788	Syed Abbas	1557 Ralph Ave	Brooklyn	NY	+1 718-451-3344
1346	Felix Schwartz	224 Livingston Street	Brooklyn	NY	+1 718-522-6300
162	Felix Schwartz	1446 86th Street	Brooklyn	NY	+1 718-837-3784
807	Fatima Raza	557 4th Avenue	Brooklyn	NY	+1 929-397-0353
576	David Flickinger	5384 West Genesee Street	Camillus	NY	+1 315-484-4438
468	Deniz Sezer	28 North Research Place	Central Islip	NY	+1 631-348-6701
330	Thameem Ismail	54 The Crossing Boulevard Suite E	Clifton Park	NY	+1 518-373-4280
184	Talib Hussain	231 Commack Road	Commack	NY	+1 631-462-4624
1426	Waqar Ahmad	520 Commack Rd	Deer Park	NY	+1 631-745-0000
1065	Larry Gephardt	4779 Transit Road	Depew	NY	+1 716-656-8530
356	Marco Ascolillo	26 Mill Road	Eastchester	NY	+1 914-202-9123
1362	Gurpaul Ahluwalia	84-48 Grand Avenue	Elmhurst	NY	+1 718-440-3100
245	Kimberly Tromba	104 - 16 Metropolitan Avenue	Forest Hills	NY	+1 718-575-4124
1488	Helena Chin	681 Franklin Avenue	Franklin Square	NY	+1 516-599-2787
867	Rakesh Ramsook	6A Brooklyn Avenue	Freeport	NY	+1 516-546-6000
1520	Sharon Etwaroo	69-21 164 Street Suite 4	Fresh Meadows	NY	+1 718-380-2300
275	Helena Chin	112 Seventh Street	Garden City	NY	+1 516-747-4999
1393	Caroline Chauhan	253-22 Union Turnpike	Glen Oaks	NY	+1 718-343-3063
557	Nilita Patel	2833 Ridge Road West	Greece	NY	+1 585-227-2510
1526	Nadeem Khan	326 Main Street	Huntington	NY	+1 631-824-6565
931	Christine Chin	82-71 Parsons Boulevard	Jamaica	NY	+1 718-380-7888
1657	Syed Z. Mazhar	601 Portion Road	Lake Ronkonkoma	NY	+1 631-676-6500
417	Zahid Mir	621 East Boston Post Rd	Mamaroneck	NY	+1 914-777-2006
942	Masood Weish	1040a Park Blvd	Massapequa Park	NY	+1 516-804-2141
420	Shahab Cheema	3251 Horseblock Rd	Medford	NY	+1 631-730-7772
227	Mubashar Dastgir	522 Walt Whitman Road Rte110	Melville	NY	+1 631-271-5092
158	Mohammad Najib	217 East Main Street	Mount Kisco	NY	+1 914-244-1176
1320	Danielle Sexton	8637 Clinton Street	New Hartford	NY	+1 315-736-8488
1527	Mohammad Hinnawi	1149 2nd Avenue at East 61 Street	New York	NY	+1 212-828-5858
1418	Mohammad Hinnawi	221 West 14th St	New York	NY	+1 646-540-3980
1597	Baqar Shah	200 Dyckman St	New York	NY	+1 212-316-4300
630	Mohammad Hinnawi	4 East 125th ST	New York City	NY	+1 212-831-6041

Location Number	Owner Name	Address	City	State	Phone
585	Judy Annunziata	606 Broadway	Newburgh	NY	+1 845-565-1144
525	Jeanne Swierski	6177 West Quaker Street	Orchard Park	NY	+1 716-667-2100
124	Ahmad Abrar Koshul	46A East Central Avenue	Pearl River	NY	+1 845-735-3333
197	John Gerace	428 Woodbury Road	Plainview	NY	+1 516-933-0011
215	Kamaran Shafaq	2585 South Rd	Poughkeepsie	NY	+1 845-463-3900
195	Nilita Patel	3011 Monroe Avenue	Rochester	NY	+1 585-271-5470
1312	Nilita Patel	620 Jefferson Road	Rochester	NY	+1 585-292-0701
264	Syed Hassan	9 North Village Avenue	Rockville Centre	NY	+1 516-764-4141
1077	Mokarram Ali	346 Route 25A Suite 88	Rocky Point	NY	+1 631-744-8888
858	Danielle Sexton	815 Blackriver Blvd	Rome	NY	+1 315-337-8488
1441	Hacer Ak	81 East Main Street	Smithtown	NY	+1 631-979-8000
707	Mohammad Choudhry	219-25 N Conduit Ave	Springfield Gardens	NY	+1 718-528-3344
270	Wei Wang	655 Rossville Ave	Staten Island	NY	+1 718-227-4422
146	Joseph Tobias	1652 Richmond Avenue	Staten Island	NY	+1 718-370-7302
1139	Wei Wang	1854 Hylan Blvd	Staten Island	NY	+1 718-667-3636
389	Nadeem Khan	2194D Nesconset Highway	Stony Brook	NY	+1 631-675-0727
860	David Flickinger	3230 Erie Boulevard East	Syracuse	NY	+1 315-449-4438
1064	Sandra Hill	21856 Towne Center Drive	Watertown	NY	+1 315-788-4201
558	Nilita Patel	975 Ridge Road	Webster	NY	+1 585-872-0590
396	Atif Shah	82 Old Riverhead Road	Westhampton Beach	NY	+1 631-288-5800
1337	Hedy Montes-Parra	288 Mamaroneck Avenue	White Plains	NY	+1 914-949-7400
168	Larry Gephardt	194 Plaza Drive	Williamsville	NY	+1 716-688-6404
313	Waqar Ahmad	958 Broadway	Woodmere	NY	+1 516-374-8983
818	Mohammad Hinnawi	20 Warburton Avenue	Yonkers	NY	+1 914-375-3001
1030	Meron Berhe	35840 Chester Road Unit O	Avon	OH	+1 440-937-1506
840	Patrick Griffin	2495 Commons Blvd	Beavercreek	OH	+1 937-912-0102
877	Meron Berhe	5110 Whipple Avenue Northwest	Canton	OH	+1 330-494-7800
611	Bradley Ward	8014 Hosbrook Rd	Cincinnati	OH	+1 513-745-9465
658	Tiffeny North	1415 Grandview Avenue	Columbus	OH	+1 614-486-5560
595	Tiffeny North	8743 Lyra Drive	Columbus	OH	+1 614-880-9622
718	Chad Diggs	2665 South Dixie Dr	Dayton	OH	+1 937-449-0999
851	Meron Berhe	620 Ridgewood Crossing, Unit F	Fairlawn	OH	+1 330-835-1039
1014	Linda Piercy	330-B S Hamilton Road	Gahanna	OH	+1 614-532-6125
131	Cynthia Ruggiero	8644 Mentor Avenue	Mentor	OH	+1 440-255-6824
1459	Bryan Demko	26567 North Dixie Highway	Perrysburg	OH	+1 419-931-1020
1347	Meron Berhe	3059 Graham Rd	Stow	OH	+1 330-686-4440
964	Sekhar Kota	7665 Cox Lane	West Chester	OH	+1 513-563-7848
640	Meron Berhe	18 Boardman Poland Road	Youngstown	OH	+1 330-965-8757
1259	James B. Parker	2413 NW 67th Street, Suite E Lawton Plaza	Lawton	OK	+1 580-531-5120
1262	Jeffrey Sanders	3311 South Peoria Ave	Tulsa	OK	+1 918-728-3102
1760	Funmilola Lola Rankin	2710 NE Glisan St	Portland	OR	+1 503-236-3395
642	Maulik Bhagat	6379 Hamilton Boulevard Suite E	Allentown	PA	+1 610-398-2100

Location Number	Owner Name	Address	City	State	Phone
1271	Khilan Patel	1861 Street Road	Bensalem	PA	+1 215-244-4441
882	Nilita Patel	730 Dekalb Pike	Blue Bell	PA	+1 610-279-3500
947	Kinjalkumar Patel	3401 Hartzdale Drive	Camp Hill	PA	+1 717-730-6240
665	Nazgul Bissembayeva	20120 Route 19	Cranberry Township	PA	+1 724-779-2022
797	Mokhtar Elsayed	538 Scranton Carbondale Hwy (Rte 6)	Dickson City	PA	+1 570-983-0621
1584	William Stone	4365 W. Swamp Rd Cross Keys Place	Doylestown	PA	+1 267-452-1110
702	Maulik Bhagat	155 Northampton Street	Easton	PA	+1 610-330-0883
366	Nilita Patel	8120 Old York Road	Elkins Park	PA	+1 215-885-4500
1399	Thomas Kaye	4049 Buffalo Road	Erie	PA	+1 814-898-9900
1257	Priya Jain	412 W. Lincoln Hwy	Exton	PA	+1 610-363-7003
305	Sharon Lindley	252B East Street Road	Feasterville Trevose	PA	+1 215-357-3371
578	Jayson Bailey	712 Colonial Road,	Harrisburg	PA	+1 717-671-0450
388	Tarek Mourad	300 W State St	Media	PA	+1 610-565-2832
422	Khilan Patel	54B East Bridge Street	Morrisville	PA	+1 215-736-8525
1052	Dawn Shaffer	4883 William Penn Highway	Murrysville	PA	+1 724-327-1111
1173	Manthankumar Patel	2371 Cottman Avenue	Philadelphia	PA	+1 215-333-4001
1423	Shreya Gandhi	3862 Lancaster Ave	Philadelphia	PA	+1 215-387-0600
553	Priyank Biscuitwala	6155 Ridge Avenue Unit B	Philadelphia	PA	+1 215-483-5727
1272	Manthankumar Patel	3845 Aramingo Avenue	Philadelphia	PA	+1 215-533-5170
1421	Shreya Gandhi	2715 South Front Street	Philadelphia	PA	+1 215-755-3500
1351	Nazgul Bissembayeva	3050 McIntyre Square Drive	Pittsburgh	PA	+1 412-369-8008
196	Nazgul Bissembayeva	250 Mt. Lebanon Boulevard Suite E-40	Pittsburgh	PA	+1 412-563-2425
1668	Nazgul Bissembayeva	1001 Liberty Avenue Suite R3RE	Pittsburgh	PA	+1 412-567-1088
1269	Michael Savino	3564 Penn Avenue	Reading	PA	+1 610-670-7600
813	Michael Savino	329 10th Ave. Suite # 125	Royersford	PA	+1 610-948-8600
1400	Tarek Mourad	905 West Sproul Road	Springfield	PA	+1 484-452-6304
228	Matthew Moore	766 North 9th St	Stroudsburg	PA	+1 570-424-0999
331	Khilan Patel	1380 Easton Road	Warrington	PA	+1 215-343-9010
1308	Peter Keith Cotton	101 E Moreland Road	Willow Grove	PA	+1 215-315-3801
645	Priyank Biscuitwala	1415 City Avenue	Wynnewood	PA	+1 610-896-3595
1062	Kinjalkumar Patel	2300 East Market Street	York	PA	+1 717-755-8200
935	Cordelia Nazario Clarke	Ave. Main Bloque 54 #10 Urb. Santa Rosa	Bayamon	PR	+1 787-993-1502
982	Heriberto Hernandez	1790 Ave. Lomas Verdes Plaza Olmedo	San Juan	PR	+1 787-756-2323
115	Deborah Kostisin	755 Westminster Street	Providence	RI	+1 401-331-2390
188	Stefanie Oliveira	1800 Post Road Airport Plaza Unit 5A	Warwick	RI	+1 401-921-3494
243	Arvinder Suri	34 Fournier Street	Woonsocket	RI	+1 401-767-2077
1000	Muhammad Burney	1672 Old Towne Road	Charleston	SC	+1 843-769-2288
782	Bivens Leaphart	605 Harden St	Columbia	SC	+1 803-251-2544
1011	Herman Rich	110-5 Forum Drive	Columbia	SC	+1 803-736-6401
485	Bivens Leaphart	7001 St. Andrews Road	Columbia	SC	+1 803-781-2161
690	Dharatiben Patel	130 North Dargan Street	Florence	SC	+1 843-679-2007
1414	Sharon MacIsaac	2147 West Highway 160 Suite 102	Fort Mill	SC	+1 803-548-8200

Location Number	Owner Name	Address	City	State	Phone
1599	Muhammad Burney	431 D-3 St James Ave	Goose Creek	SC	+1 843-203-4108
566	Bivens Leaphart	620-B Congaree Road	Greenville	SC	+1 864-286-9919
1443	Richard North	4440 Highway 17, Ste A3	Murrells Inlet	SC	+1 843-299-1071
1480	Bivens Leaphart	1000 N. Pine Street Unit 41	Spartanburg	SC	+1 864-573-0070
318	Muhammad Burney	123 South Main Street	Summerville	SC	+1 843-695-1500
874	Dipak Patel	105 East Wesmark Boulevard Suite 3	Sumter	SC	+1 803-774-4438
226	Melinda Bone	4513 Brainerd Road	Chattanooga	TN	+1 423-622-8884
1294	Shauna Read	3018 Peoples Street, Suite 105	Johnson City	TN	+1 423-434-0770
204	Bryan Butler	9307D Kingston Pike	Knoxville	TN	+1 865-691-2800
830	Monroe Brooks Jr.	1430 Union Avenue	Memphis	TN	+1 901-278-0900
551	Alyce Campbell	8385 U.S. Highway 64 Suite 109	Memphis	TN	+1 901-382-9858
1263	Raza Momin	Hampton Plaza Shopping Center	Clarksville	TN	+1 931-645-2020
1712	Mohommed Momin	1500 Medical Center Parkway Suite 1M	Murfreesboro	TN	+1 615-283-7686
1026	David Garten	121 Westgate Parkway Suite 60	Amarillo	TX	+1 806-322-2266
811	Tariq Ahmed	4520 Matlock Road Suite 600	Arlington	TX	+1 817-419-9800
978	Muhammad Burney	1120 N. Fielder Road	Arlington	TX	+1 817-804-1106
751	Zulema Escobedo	229 S. Dowlen. Suite 12B	Beaumont	TX	+1 409-721-9933
1504	Tariq Ahmed	2101 Harwood Road Suite 127	Bedford	TX	+1 817-283-7848
1310	Maurice Welton	4345 North Expressway 77/83	Brownsville	TX	+1 956-350-5200
929	Tariq Ahmed	617 Uptown Boulevard Suite 105	Cedar Hill	TX	+1 972-293-2848
1382	Sunil Patel	700 E Whitestone Blvd Ste 104	Cedar Park	TX	+1 512-456-7020
1153	Leslie Springer	5702 South Staples Suite A-4	Corpus Christi	TX	+1 361-992-3232
1630	Adesola Adegoke	15055 Fairfield Meadows Drive Suite 150	Cypress	TX	+1 832-653-9400
339	Tariq Ahmed	10455 N. Central Expy STE 103	Dallas	TX	+1 214-361-8600
165	Tarana Haque	14446 Midway	Dallas	TX	+1 214-593-7848
1071	Ali Arsalan	407 N Lamar Street Suite 180	Dallas	TX	+1 214-749-1515
1535	Asim Ahmed	511 S Locust St	Denton	TX	+1 940-382-5700
1105	Muhammad Aamir	3634 Long Prairie Rd, Ste 116	Flower Mound	TX	+1 972-539-7800
1168	Ali Arsalan	2301 Porter Creek Dr Suite 211	Fort Worth	TX	+1 817-232-8114
555	Ali Arsalan	4825 Overton Ridge Boulevard Suite 308	Fort Worth	TX	+1 817-263-6800
490	Ali Arsalan	124 N Main Street	Grapevine	TX	+1 817-329-5900
683	Tariq Ahmed	300 West Central Texas Expressway Suite 110	Harker Heights	TX	+1 254-628-2800
1209	Carmen Leon	4765 FM 1960 West, Suite E	Houston	TX	+1 281-397-7400
179	Carmen Leon	12020 Farm to Market 1960 Rd West	Houston	TX	+1 281-955-9899
711	Nabila Nusrat	225 Main Street	Houston	TX	+1 713-247-0700
1340	Juan Carlos Toffano	9654A Katy Fwy	Houston	TX	+1 713-461-8465
177	Juan Carlos Toffano	2418 Rice Boulevard	Houston	TX	+1 713-529-8400
395	Tiovanni Carter	20669 West Lake Houston Parkway Suite E	Humble	TX	+1 281-852-1335
1113	Muhammad Burney	6628 Lake Worth Boulevard Suite 600	Lake Worth	TX	+1 817-237-5450
1299	Ramiro Liendo	The French Quarters 1605 E. Del Mar Blvd Unit #109	Laredo	TX	+1 956-718-2218
1756	Akhuini Ihionkhan	305 W. Loop 281, Suite 105	Longview	TX	+1 903-781-0330

Location Number	Owner Name	Address	City	State	Phone
1112	Ali Arsalan	1071 Country Club Dr. Ste 107	Mansfield	TX	+1 817-453-2500
612	Maurice Welton	5113-A North 10th Street	McAllen	TX	+1 956-668-0555
370	Judy Posner	431 Stacy Road Suite 104	McKinney	TX	+1 214-383-9635
1517	Tariq Ahmed	19079 L B J Freeway, 635 Ste 55C	Mesquite	TX	+1 972-613-1200
1510	Maurice Welton	913 N. Conway Avenue	Mission	TX	+1 956-584-5701
1547	Stephen Magee	4555 East University Blvd, STE A-2	Odessa	TX	+1 432-550-0330
1287	Srikrishna Duvvuri	6729 Fairmont Parkway	Pasadena	TX	+1 281-991-3040
1102	Aubrey Elias	8201 Broadway Ste 141	Pearland	TX	+1 281-997-1414
1581	Alok Aggarwal	7930 W Grand Parkway	Richmond	TX	+1 832-222-9394
329	TaKory Cullins	549 East I-30	Rockwall	TX	+1 972-771-6454
579	Muhammad Ahsan	115 Sundance Pkwy Ste 412	Round Rock	TX	+1 512-244-4932
1345	Cecilia Huguenin	2174 Spring Stuebner Road, Suite 330	Spring	TX	+1 281-288-6666
233	Manji Hirani	16126 South West Freeway Suite 170	Sugar Land	TX	+1 281-313-0039
1522	Ali Arsalan	4740 State Highway 121 Ste. 800	The Colony	TX	+1 469-275-4500
234	Cecilia Huguenin	6777 Woodlands Parkway Suite 322	The Woodlands	TX	+1 832-813-7200
543	Ali Arsalan	7925 S. Broadway Avenue Suite 1000	Tyler	TX	+1 903-581-4808
1716	Jeffrey Sanders	5211 South State Street	Murray	UT	+1 801-261-2400
1505	Wahab Bari	1640 King Street Alexandria Suite 102	Alexandria	VA	+1 703-683-2288
524	Sora Yoon	911 N. Quincy Street	Arlington	VA	+1 703-841-0111
546	Ana Moreno	42395 Ryan Road Unit 116	Ashburn	VA	+1 703-327-3636
1106	Sital Savla	Gables Shopping Center 1360 S Main Street	Blacksburg	VA	+1 540-951-1840
452	Janak Patel	1437 Sams Drive Suite 30	Chesapeake	VA	+1 757-410-8795
1051	Maulin Shah	3916 Portsmouth Blvd. Ste B-2	Chesapeake	VA	+1 757-606-1930
1043	Maulin Shah	798 South Park Boulevard Suite #18	Colonial Heights	VA	+1 804-362-0586
139	Satish Vemana	11217 - A Lee Highway	Fairfax	VA	+1 703-385-5454
908	Satish Vemana	109 E Annandale Rd	Falls Church	VA	+1 703-639-0077
521	Margaret Adams	1923 Carl D Silver Parkway	Fredericksburg	VA	+1 540-785-8851
760	Maulin Shah	6 Coliseum Crossing	Hampton	VA	+1 757-825-9003
542	Jhonny Cardozo	6723 Leaberry Way	Haymarket	VA	+1 703-754-3305
1542	Ana Moreno	19358 Diamond Lake Drive	Leesburg	VA	+1 571-333-4433
569	Ravikrishna Anne	9538 Liberia Avenue	Manassas	VA	+1 703-530-1590
1467	Praveen Reddy Palreddy	1400 Chain Bridge Road	McLean	VA	+1 703-556-6666
1729	Maulin Shah	340 Oyster Point Road	Newport News	VA	+1 757-881-9992
599	Tamara Rivera	5802 E. Virginia Beach Boulevard Suite 127	Norfolk	VA	+1 757-455-9066
1068	Maulin Shah	520 W 21st Street	Norfolk	VA	+1 757-965-9224
461	Maulin Shah	9736 Midlothian Turnpike	Richmond	VA	+1 804-323-7848
1339	Maulin Shah	1106 East Main Street	Richmond	VA	+1 804-343-2111
448	Avinash Patel	11000 Three Chopt Road Suite 5	Richmond	VA	+1 804-362-8638
1185	Nikunj Patel	1024 Centerbrooke Lane Unit I	Suffolk	VA	+1 757-809-3990
214	Tamara Rivera	1577 Laskin Road Suite 104	Virginia Beach	VA	+1 757-422-4126
379	Janak Patel	2728 N Mall Drive Suite 106	Virginia Beach	VA	+1 757-463-3050

Location Number	Owner Name	Address	City	State	Phone
425	Malti Patel	4655 Monticello Ave. Suite 104	Williamsburg	VA	+1 757-378-5807
1611	Karimot Dosunmu	2142 South Pleasant Valley Road	Winchester	VA	+1 540-773-2377
779	Alison Estey	100 Dorset St.	South Burlington	VT	+1 802-951-9100
1037	Samir Daftary	10455 NE 4th Street	Bellevue	WA	+1 425-646-2200
225	Samir Daftary	9745 NE 119th Way	Kirkland	WA	+1 425-814-2420
1519	Geet Garg	1901 S 72nd St Suite 36 A	Tacoma	WA	+1 253-212-2136
471	Kelsey Grande Hannan	18900 West Bluemound Road Suite 107	Brookfield	WI	+1 262-938-3000
803	Aziza Hinnawi	7224 118th Ave Suite C	Kenosha	WI	+1 262-857-1100
476	Oluwaseun Ogunnoiki	2850 University Avenue	Madison	WI	+1 608-441-3535
1436	Aziza Hinnawi	722 N Water St	Milwaukee	WI	+1 414-225-0300
862	Vivian Brown	38 Scott Way	Hurricane	WV	+1 304-760-6106

Coming Soon

(Not Yet Open)

Location Number	Owner Name	Address	City	State	Phone
1762	Arjun Patel	1361E. Osceola Parkway	Kissimmee	FL	TBD

Edible Arrangements, LLC

Franchisees who left between January 1, 2025 and December 31, 2025

If you buy a Franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Location Number	Departure Type	Owner Name	City	State	Phone
675	Non-Renewal	Tana Armstead Rodney Armstead	Avondale	Arizona	310-487-5836 310-418-7250
1395	Termination	Tana Armstead Rodney Armstead	Peoria	Arizona	310-487-5836 310-418-7250
373	Termination	Ronald Aguero Heather Aguero	Phoenix	Arizona	801-734-0420 801-842-5585
398	Termination	William Piacenza	Tucson	Arizona	860-608-9545
327	Termination	Edgardo Melgar Esther Melgar	Folsom	California	707-249-7555 707-249-5902
703	Termination	Alvaro Castillo Norma Arcos	Los Alamitos	California	562-221-5678 562-441-6521
250	Termination	Hashim Choudhry	Los Angeles	California	714-225-4457
216	Non-Renewal	Alen Gharibian Vahe Avanessian Armen Gharibian	Pasadena	California	818-517-1138 818-554-3501 818-482-0531
1406	Termination	Van Duong Trinh Nguyen Sally Ho Raymond Mach	Sacramento	California	209-403-8563 916-662-6291 707-206-8017 510-851-2443
298	Non-Renewal	Arlen Soghomonians Elvira Soghomonians Vahe Avanessian	Sacramento	California	916-730-1012 916-549-9289 818-554-3501
237	Non-Renewal	Lourdes Vazquez	Santa Monica	California	323-610-0856
876	Termination	Edgardo Melgar	Stockton	California	707-249-7555
218	Non-Renewal	Alen Gharibian Vahe Avanessian Armen Gharibian	Studio City	California	818-517-1138 818-554-3501 818-482-0531
381	Non-Renewal	Tiffany De Vall-Grashel Michael Grashel	Simi Valley	California	818-212-5443 818-535-8396
866	Termination	Elisa Swanson Loyd Locvich	Yuba City	California	530-813-0371 530-501-8015
258	Transfer	Larry Greenberg Yvonne Greenberg	San Diego	California	858-525-5350
998	Transfer	Larry Greenberg Yvonne Greenberg	La Mesa	California	858-525-5350
765	Transfer	Junghee Lee Won Lee	Manhattan Beach	California	213-675-6939
1119	Transfer	Ibrahim Chodhry	Moreno Valley	California	203-676-0738
621	Transfer	Ibrahim Chodhry	Fontana	California	203-676-0738

Location Number	Departure Type	Owner Name	City	State	Phone
129	Transfer	Farhana Islam Enamul Islam	Saugus	California	818-268-1440 818-268-3797
1472	Termination	Maria Imran Imran Masood	Fairfield	Connecticut	203-807-6563 203-919-2226
1136	Termination	Shamoon Rashid	New Britain	Connecticut	860-986-9002
368	Non-Renewal	Brian Hinton Michelle Hinton	Norwich	Connecticut	860-984-1999 860-460-1543
1499	Non-Renewal	Farrukh Farid	Southbury	Connecticut	203-298-8372
393	Termination	Melinda Moore Richard Moore	Willimantic	Connecticut	860-833-3607 860-833-4657
905	Reacquisition	Farrukh Farid	North Haven	Connecticut	203-298-8372
251	Transfer	Isa Cayan Mehmet Citlak	Madison	Connecticut	203-928-8999 203-804-4196
1186	Termination	Mehul Amin Leena Amin	Bear	Delaware	908-217-9445 302-697-1066
288	Termination	Heriberto Santana	Coral Gables	Florida	305-915-2841
606	Non-Renewal	Alejandro Murgueytio Janice Murgueytio	Doral	Florida	954-805-7112 954-805-7113
415	Termination	Denise Bauer	Pompano Beach	Florida	954-214-9742
412	Termination	Adam Barnes James Aladin Jason Vialet Lauren Barnes Nitasha Vialet	Jacksonville	Florida	646-319-2831 407-810-2170 407-810-2170 321-544-2748 772-324-1147
260	Termination	Tiovanni Carter LaCresha Martin	Jupiter	Florida	407-590-8508 904-707-8331
190	Transfer	Adam Barnes James Aladin Jason Vialet Lauren Barnes Nitasha Vialet	Orlando	Florida	646-319-2831 407-810-2170 407-810-2170 321-544-2748 772-324-1147
253	Non-Renewal	Ivone Mazurek Chris Mazurek	Palm Coast	Florida	386-338-4400 386-446-6350
127	Termination	Megan Revels Richard Revels	Winter Haven	Florida	863-412-8372 863-443-1707
239	Transfer	Arun Patel	Sarasota	Florida	941-961-2330
1600	Transfer	Arun Patel	Lakewood Ranch	Florida	941-961-2330
1616	Termination	Missba Momin	Bethlehem	Georgia	404-944-4773
173	Reacquisition	Perry Cole	Decatur	Georgia	404-376-1964
1388	Reacquisition	Perry Cole	Atlanta	Georgia	404-376-1964
1654	Termination	Tariq Ahmed Asim Ahmed	Waipahu	Hawaii	214-682-2895 469-544-8763
1673	Termination	Allison Perkins-Caldwell	Gurnee	Illinois	773-216-3615

Location Number	Departure Type	Owner Name	City	State	Phone
212	Non-Renewal	Debra Law Darby Law	Mokena	Illinois	815-531-2483 815-531-9311
887	Termination	Allison Perkins-Caldwell	Calumet Park	Illinois	773-216-3615
244	Transfer	Serena Dizonno	Wheaton	Illinois	630-988-0603
679	Transfer	Margo Palusheck	Downers Grove	Illinois	708-833-1773
1349	Transfer	Jimmy Shah Nilita Patel Manisha Patel	South Bend South Bend	Indiana Indiana	847-809-3620 908-324-4384 862-243-0413
1258	Termination	Chelsea Northcutt Chad Day Christopher Northcutt	Davenport	Iowa	563-639-0336 563-320-6583 309-230-9652
323	Reacquisition	Josh Drake	Lenexa	Kansas	913-206-0273
411	Termination	Cathleen Schneider Robert Schneider	Catonsville	Maryland	301-943-5798
291	Non-Renewal	Richard Gilbreath Michele Gilbreath	Crofton	Maryland	443-336-3733
302	Non-Renewal	Peter Toeneboehn Margarete Toeneboehn	Laurel	Maryland	301-646-5394 301-646-5393
1322	Termination	Kevin Setzer	Randallstown	Maryland	443-865-0994
403	Non-Renewal	Cinthia Lane Mary Colburn	Timonium	Maryland	443-844-5438 410-882-6818
678	Termination	Chris Dellamarggio	Brookline	Massachusetts	781-844-7087
364	Termination	Timothy Rowland Heather Oconnor	Hanover	Massachusetts	781-228-9561 774-578-4361
743	Termination	Nicholas D'Alleva Emma Dalleva	Lynn	Massachusetts	617-828-7518 978-927-3120
209	Termination	Yves Baril Laurence Baril	Revere	Massachusetts	617-620-4050 781-938-1991
101	Termination	Chris Dellamarggio	Waltham	Massachusetts	781-844-7087
1126	Transfer	Stephen McCarthy Nichole McCarthy	Sandwich	Massachusetts	508-989-3317 774-270-4036
210	Transfer	Louise Beauchemin Lisa Beauchemin Robert Beauchemin Michael Beauchemin	West Springfield	Massachusetts	413-313-3049 413-563-7376 413-534-3398 413-388-8492
983	Transfer	Deborah Kostisin	South Attleboro	Massachusetts	401-230-2479
486	Termination	Arya Khoshnegah	Farmington	Michigan	810-772-0898
293	Non-Renewal	Vanessa Hett	Plymouth	Michigan	248-867-6444
268	Non-Renewal	Cathy Schneider Scott Schneider	Rochester	Minnesota	507-261-1483 507-261-1483
372	Transfer	Jayesh Patel	Ridgeland	Mississippi	732-673-9737
235	Non-Renewal	Cameron Sorense Kristine Sorense	Las Vegas	Nevada	702-461-9134 702-461-9133
317	Non-Renewal	Funmilola Lola Rankin	Las Vegas	Nevada	702-587-3961

Location Number	Departure Type	Owner Name	City	State	Phone
1127	Termination	Cameron Sorense Kristine Sorense	Las Vegas	Nevada	702-461-9134 702-461-9133
366	Transfer	Funmilola Lola Rankin Steven Rankin Funmilola Lola Rankin	Las Vegas	Nevada	702-587-3691 702-338-9409 702-587-3691
1311	Transfer	Funmilola Lola Rankin Steven Rankin Funmilola Lola Rankin	Las Vegas	Nevada	702-587-3691 702-338-9409 702-587-3691
116	Non-Renewal	Mounir Yacoub Gihane Said	Brick	New Jersey	732-267-4913 732-886-1780
1725	Termination	Lina Abuhamda	Morristown	New Jersey	347-754-8013
109	Termination	Ahmad Koshul	Pompton Lakes	New Jersey	201-621-2441
418	Non-Renewal	Paul Marchal Stephanie Marchal	Vineland	New Jersey	856-563-0050 201-638-1764
1598	Non-Renewal	Ahmad Abrar Koshul	Westwood	New Jersey	201-342-7066
1324	Transfer	Sulbha Joshi Ranjan Thakier Minal Patel	Cranford	New Jersey	973-462-6672 973-978-2286 732-762-9936
269	Transfer	Michael Kelleher	Cherry Hill	New Jersey	732-674-7236
528	Transfer	Michael Kelleher	Clementon	New Jersey	732-674-7236
1598	Termination	Ahmad Abrar Koshul	Westwood	New Jersey	201-342-7066
352	Transfer	Wahidullah Helmandi	Albuquerque	New Mexico	240-848-8021
864	Non-Renewal	Danielle Sexton Charles Sexton	Clay	New York	315-225-9021 315-225-6723
1605	Non-Renewal	Tahira Yasmeen	Glen Cove	New York	631-972-5808
815	Termination	Assef Jamhour	Vestal	New York	973-771-4419
1652	Termination	Weeda Ulomi Kambiz Naderi	Whitestone	New York	917-370-9574 917-846-3676
468	Transfer	Deniz Sezer Gozde Sezer	Central Islip	New York	631-381-2360 631-835-3109
195	Transfer	Jimmy Shah Nilita Patel Manisha Patel	Pittsford	New York	847-809-3620 908-324-4384 862-243-0413
557	Transfer	Jimmy Shah Nilita Patel Manisha Patel	Greece	New York	847-809-3620 908-324-4384 862-243-0413
558	Transfer	Jimmy Shah Nilita Patel Manisha Patel	Webster	New York	847-809-3620 908-324-4384 862-243-0413
1312	Transfer	Jimmy Shah Nilita Patel Manisha Patel	Rochester	New York	847-809-3620 908-324-4384 862-243-0413
184	Transfer	Talib Hussain Muhammad Shoaib	Commack	New York	631-479-8996 631-379-6918
942	Transfer	Masood Weish	Massapequa Park	New York	917-873-2587

Location Number	Departure Type	Owner Name	City	State	Phone
296	Termination	Jason Breland Mary Evelyn Breland	Asheville	North Carolina	601-942-1464
296	Termination	Jason Breland	Asheville	North Carolina	
192	Non-Renewal	Mary Evelyn Breland Sharon MacIsaac William MacIsaac	Charlotte	North Carolina	803-448-2739 803-412-2149
390	Non-Renewal	George Stepanian	Raleigh	North Carolina	919-995-5646
242	Terminated	Laura Ruginis	Wilmington	North Carolina	843-323-2602
131	Transfer	Cynthia Ruggiero	Mentor	Ohio	440-477-2636
611	Transfer	Bradley Ward	Cincinnati	Ohio	513-708-2761
366	Transfer	Jimmy Shah Nilita Patel Manisha Patel	Elkins Park	Pennsylvania	847-809-3620 908-324-4384 862-243-0413
882	Transfer	Jimmy Shah Nilita Patel Manisha Patel	Blue Bell	Pennsylvania	847-809-3620 908-324-4384 862-243-0413
320	Termination	Maulik Bhagat	Bethlehem	Pennsylvania	610-737-8887
1662	Termination	Mary Beers Joseph Tribull III	Hanover	Pennsylvania	443-631-3100 443-829-6358
835	Termination	Rhonda Foy	Hatfield	Pennsylvania	215-498-8687
1478	Termination	Lita Heckler	Lancaster	Pennsylvania	717-730-6710
300	Termination	Shreya Gandhi	Philadelphia	Pennsylvania	856-776-3829
944	Termination	Daniel Pike Rachael Pike	State College	Pennsylvania	814-769-3176 814-769-6855
199	Non-Renewal	Theodore Kostisin Deborah Kostisin	Warren	Rhode Island	401-230-3163 401-230-2479
115	Transfer	Theodore Kostisin Deborah Kostisin	Warren	Rhode Island	401-230-3163 401-230-2479
1529	Termination	Bivens Leaphart Nancy Rikard	Lexington	South Carolina	803-429-9772 803-429-1026
284	Non-Renewal	Sharon McIntyre	Myrtle Beach	South Carolina	843-274-5295
204	Transfer	Bryan Butler Donna Butler Bryan Butler	Knoxville Knoxville	Tennessee	865-368-0899 865-368-0899
1263	Termination	Donna Butler Ayodeji Rotimi	Knoxville Clarksville	Tennessee	865-368-0899 917-342-5952
633	Non-Renewal	Alyce Campbell	Germantown	Tennessee	901-857-5173
894	Termination	Ayodeji Rotimi	Hendersonville	Tennessee	917-342-5952
1525	Termination	Ayodeji Rotimi	Nashville	Tennessee	917-342-5952
1264	Termination	Ayodeji Rotimi	Nashville	Tennessee	917-342-5952
1705	Termination	Nancy Rocha Marco Rocha	Austin	Texas	956-878-6400 956-605-2434
1579	Non-Renewal	Vernell Balton	Dallas	Texas	314-372-6485

Location Number	Departure Type	Owner Name	City	State	Phone
1327	Termination	Luis Garza	Houston	Texas	832-387-1295
		Sandra Gutierrez			832-858-2143
		Noel Garza			832-848-7435
1092	Termination	Ali Arsalan	Irving	Texas	469-774-7657
		Umer Usman			469-879-7242
287	Non-Renewal	Manji Hirani	Katy	Texas	832-758-1138
1648	Termination	TaKory Cullins	Texarkana	Texas	469-338-7124
1740	Reacquisition	Haley Clark	Lubbock	Texas	817-205-6942
		Uri Geva			979-412-3698
		Christopher Clark			817-205-6942
310	Reacquisition	Haley Clark	Austin	Texas	817-205-6942
		Uri Geva			979-412-3698
		Christopher Clark			817-205-6942
1547	Transfer	Stephen Magee	Odessa	Texas	432-612-7219
		Rachel Magee			432-559-9169
587	Termination	Sung-Ae Han	Burke	Virginia	703-626-9160
		Mia Han			571-230-7686
413	Non-Renewal	CarolAnn Hinds	Midlothian	Virginia	804-386-6399
653	Termination	Michael Mabery	Roanoke	Virginia	540-580-6670
		Susan Mabery			540-343-6281
946	Termination	Dawn Shaffer	Morgantown	West Virgoinia	724-462-5829
573	Termination	Zachry Postin	Huntington	West Virginia	304-942-1725
		Ashton Postin			304-417-0093

EXHIBIT F

STATE ADDENDA AND RIDERS TO FRANCHISE AGREEMENT

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

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ADDENDUM TO
THE EDIBLE ARRANGEMENTS, LLC
MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT

The following are additional disclosures for the Franchise Disclosure Document of EDIBLE ARRANGEMENTS, LLC required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

> No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

2. Exhibit H (Franchisee Disclosure Questionnaire) to the Franchise Disclosure Document is hereby deleted in its entirety.

ILLINOIS

1. The following statements are added to the end of Item 17:

Illinois law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the

State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, franchise seller, or any other person acting on behalf of a Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND

1. The following language is added as the last paragraph of Items 5 and 7:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. The following language is added to the end of the "Summary" sections of Item 17(c), titled **Requirements for franchisee to renew or extend**, and Item 17(m), titled **Conditions for franchisor approval of transfer**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. (The form of general release that we currently intend to use in connection with franchise transfers and renewals is provided in Exhibit J of this disclosure document.)

3. The following language is added to the end of the "Summary" section of Item 17(h), titled **"Cause" defined – non-curable defaults**:

The Franchise Agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

4. The "Summary" section of Item 17(v), titled **Choice of forum**, is amended to read as follows:

Subject to arbitration requirement, (a) litigation generally must be in courts closest to where we have our principal business address at the time the action is commenced (it currently is in Atlanta, Georgia), and (b) to the extent required by the Maryland Franchise Registration and Disclosure Law, you may bring an action in Maryland.

5. The "Summary" section of Item 17(w), titled **Choice of law**, is deleted in its entirety and the following is substituted in its place:

Georgia law generally applies, except for the Federal Arbitration Act, other federal law, and claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within three years after the grant of the franchise.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 CALENDAR DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 CALENDAR DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. The following sentence is added to the "Remarks" column of the "Late Fee" line-item in Item 6:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 604.113, which puts a cap of $30 on an NSF check.

2. The following paragraphs are added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Any release required as a condition of renewal, sale and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

RHODE ISLAND

1. The "Summary" section of Item 17(v) in the Franchise Disclosure Document is amended to read as follows:

Subject to arbitration requirements, litigation generally must be in courts closest to where we have our principal business address when the action is commenced (it currently is in Atlanta, Georgia), except that, to the extent required by applicable law, but subject to your arbitration obligations, you may bring an action in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. The "Summary" section of Item 17(w) in the Franchise Disclosure Document is deleted in its entirety and replaced with the following:

Except for Federal Arbitration Act and other federal law, and except as otherwise required by the Rhode Island Franchise Investment Act, Georgia law applies.

VIRGINIA

1. The following language is added to the end of the "Summary" section of Item 17(h) of the Franchise Disclosure Document, captioned "'Cause' defined – non-curable defaults":

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision might not be enforceable.

2. The following language is added to the end of the "Summary" section of Item 17(r) of the Franchise Disclosure Document, captioned "Non-competition covenants after the franchise is terminated or expires":

> Effective July 1, 2026, under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

3. The following language is added to the end of the "Summary" section of Item 17(w) of the Franchise Disclosure Document, captioned "Choice of Law":

> Effective July 1, 2026, under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

4. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

> No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

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ASSURANCE OF DISCONTINUANCE
STATE OF WASHINGTON

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance ("AOD") with the State of Washington in which we agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees and/or our employees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. The State of Washington did not assess any fines or other monetary penalties against us.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE
EDIBLE ARRANGEMENTS, LLC
FRANCHISE AGREEMENT
FOR USE IN HAWAII

This Rider is made and entered into as of the _____day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **EDIBLE ARRANGEMENTS, LLC**, a Delaware limited liability company ("we," "us," or "our"), and _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the franchise offer or sales activity relating to the Franchise Agreement occurred in Hawaii, or (b) you are a resident of Hawaii.

2. **SPECIAL REPRESENTATIONS**. Sections 23(8) through 23(15) of the Franchise Agreement are hereby deleted.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement this _____ of _____ 20___ but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE:_____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

RIDER TO THE
EDIBLE ARRANGEMENTS, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

This Rider is made and entered into as of the _____day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **EDIBLE ARRANGEMENTS, LLC**, a Delaware limited liability company ("we," "us," or "our"), and _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the EDIBLE® Business that you will operate under the Franchise Agreement was made in the State of Illinois and the EDIBLE® Business will be located in Illinois and/or (b) you are a resident of Illinois.

2. **TERMINATION**. The following language is added at the beginning of Section 18.A of the Franchise Agreement:

> Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

3. **GOVERNING LAW**. Section 20.D. of the Franchise Agreement is deleted and replaced with the following:

> Illinois law governs the Agreements.

4. **CONSENT TO JURISDICTION**. Section 20.E. of the Franchise Agreement is deleted and replaced with the following:

> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

5. **ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added as Section 25 of the Franchise Agreement.

25. **ILLINOIS FRANCHISE DISCLOSURE ACT.**

> In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement this _____ of _____ 20___ but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE:_____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

RIDER TO THE
EDIBLE ARRANGEMENTS, LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

This Rider is made and entered into as of the _____day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **EDIBLE ARRANGEMENTS, LLC**, a Delaware limited liability company ("we," "us," or "our"), and _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20___ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland, or (b) the EDIBLE® Business you will operate under the Franchise Agreement will be located in Maryland.

2. **RELEASES**. The following language is added at the end of Sections 2.B.(8), 16.D.(2)(k), and Section 19.K.(6) of the Franchise Agreement:

> ; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **INITIAL FRANCHISE FEE**. The following language is added to the end of Section 9.A. of the Franchise Agreement:

> Based upon EA's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by Franchisee shall be deferred until EA completes its pre-opening obligations under this Franchise Agreement.

4. **TERMINATION**. The following language is added to the end of Section 17.B.(7) of the Franchise Agreement:

> ; however, such provision might not be enforceable under federal bankruptcy law (11 U.S.C. Section 1010 et seq.), although EA intends to enforce it to the extent enforceable.

5. **GOVERNING LAW**. Section 20.D. of the Franchise Agreement is deleted and replaced with the following:

> THIS AGREEMENT SHALL BE GOVERNED BY THE UNITED STATES FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, AND EXCEPT AS OTHERWISE REQUIRED BY LAW FOR CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN EA AND FRANCHISEE WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS

CONFLICT OF LAWS RULES, EXCEPT THAT ANY GEORGIA LAW REGULATING THE OFFER AND SALE OF FRANCHISES OR BUSINESS OPPORTUNITIES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

6. **JURISDICTION AND VENUE**. The following language is added to the end of Section 20.E. of the Franchise Agreement:

Notwithstanding the foregoing, and subject to Franchisee's arbitration obligations under Section 20.C above, Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. **LIMITATIONS OF CLAIMS**. The following language is added to the end of Section 20.I. of the Franchise Agreement:

, except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

8. **SPECIAL REPRESENTATIONS**. Sections 23(8) through 23(15) of the Franchise Agreement are hereby deleted.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement this _____ of _____ 20___ but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE:_____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

RIDER TO THE
EDIBLE ARRANGEMENTS, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

This Rider is made and entered into as of the _____day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **EDIBLE ARRANGEMENTS, LLC**, a Delaware limited liability company ("we," "us," or "our"), and _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the EDIBLE® Business that you will operate under the Franchise Agreement was made in the State of Minnesota and/or (b) the Business will be operated in Minnesota.

2. **RELEASES**. The following language is added to the end of Sections 2.B.(8), 16.D.(2)(k), and 19.K.(6) of the Franchise Agreement:

> Provided, however, that such general releases will not apply to the extent prohibited by applicable law with respect to claims which arise under Minn. Rule 2860.4400D.

3. **EVENTS OF DEFAULT AND TERMINATION**. The following language is added at the end of Sections 17 and 18 of the Franchise Agreement:

> However, with respect to franchises governed by Minnesota law, EA will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

4. **GOVERNING LAW**. The following language is added to the end of Section 20.D. of the Franchise Agreement:

> NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR FRANCHISEE'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

5. **CONSENT TO JURISDICTION**. The following language is added to the end of Section 20.E. of the Franchise Agreement:

> NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT EA, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE OF MINNESOTA. NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA

STATUTES CHAPTER 80C OR FRANCHISEE'S RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

6. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. If and then only to the extent required by the Minnesota Franchises Law, Sections 20.G. and 20.H. of the Franchise Agreement are deleted in their entirety.

7. **LIMITATIONS OF CLAIMS**. The following sentence is added to the end of Section 20.I. of the Franchise Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues. Minn. Stat. §80C.17, Subd. 5.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement this _____ of _____ 20___ but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE:_____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

RIDER TO THE
EDIBLE ARRANGEMENTS, LLC
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **EDIBLE ARRANGEMENTS, LLC**, a Delaware limited liability company ("we," "us," or "our"), and _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island and EDIBLE® Business that you will operate under the Franchise Agreement will be located in Rhode Island, and/or (b) any of the franchise offer or sales activity occurred in Rhode Island.

2. **GOVERNING LAW.** The following language is added to the end of Section 20.D. of the Franchise Agreement:

> NONETHELESS, TO THE EXTENT REQUIRED BY APPLICABLE LAW, RHODE ISLAND LAW WILL APPLY TO CLAIMS ARISING UNDER THE RHODE ISLAND FRANCHISE INVESTMENT ACT.

4. **CONSENT TO JURISDICTION.** The following language is added to the end of Section 20.E of the Franchise Agreement:

> NONETHELESS, SUBJECT TO FRANCHISEE'S ARBITRATION OBLIGATIONS, FRANCHISEE HAS THE RIGHT UNDER THE RHODE ISLAND FRANCHISE INVESTMENT ACT TO SUE IN RHODE ISLAND FOR CLAIMS ARISING UNDER THAT LAW.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement this _____ of _____ 20___ but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE:_____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

RIDER TO THE
EDIBLE ARRANGEMENTS, LLC
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **EDIBLE ARRANGEMENTS, LLC**, a Delaware limited liability company ("we," "us," or "our"), and _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the EDIBLE® Business that you will operate under the Franchise Agreement will be located or operated in Virginia.

2. Effective July 1, 2026, the Virginia Retail Franchising Act provides as follows:

> Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.
>
> Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

To the extent the Franchise Agreement includes any provision that is wholly or partially unlawful under Virginia law, the unlawful portions of the provision will be deemed to be severed from, and not to be a part of, the Franchise Agreement to the extent they are unlawful. However, any remaining lawful portions of the provision may be fully enforced.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement this _____ of _____ 20___ but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE:_____

By:_____ Title:_____ Date: _____

By:_____ Title:_____ Date: _____

EXHIBIT G

PRINCIPAL'S AGREEMENT

©2026 EDIBLE ARRANGEMENTS, LLC
2026 FDD
1633327881.2

EDIBLE ARRANGEMENTS, LLC
PRINCIPAL'S AGREEMENT

THIS PRINCIPAL'S AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20__, by and among **EDIBLE ARRANGEMENTS, LLC,** a Delaware limited liability company ("EA"), and the owners (direct or indirect), directors, and officers whose names and signatures appear below (collectively, the "Principals" or, individually, a "Principal").

WITNESSETH:

WHEREAS, EA has entered into that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") with _____ _____ (the "Entity"); and

WHEREAS, EA desires to set forth the respective liabilities and responsibilities of each Principal who signs this Agreement.

NOW, THEREFORE, in consideration of EA's entry into the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The preambles are incorporated by this reference.

2. Each of the undersigned Principals individually agrees that:

   (a) he or she will be personally bound by the following sections of the Franchise Agreement, whether the obligations described in those sections are imposed upon the Entity, its owners, or both, as if he or she were the Franchisee under the Franchise Agreement: Sections 4.B through 4.G; 5; 6.G; 7; 8; 11.B; 15; 16; 19.A, B, C, F, G, I, and J; 20; 22; and 23;

   (b) the liabilities and obligations arising under subsection (a) are independent liabilities and obligations of each Principal and are not contingent or conditioned upon EA's pursuit of any remedies against the Entity or any other person under the Franchise Agreement; and

   (c) the liabilities and obligations arising under subsection (a) will not be diminished, relieved, or otherwise affected by any extension of time or credit, the acceptance of any partial payment or performance, or the compromise or release of any claims.

Each of the undersigned Principals waives all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against the Entity arising as a result of the undersigned's execution of and performance under this Agreement.

3. This Agreement will terminate only upon the termination or expiration of the noted obligations under the Franchise Agreement.

4. Each of the undersigned Principals represents that he or she owns the percentage interest or holds the position in the Entity, or in an owner of the Entity, shown opposite his or her signature below.

5. Each Principal represents that the signatures of all Principals (as defined above) of the Entity appear below or in another original copy of this Agreement (except for those individuals who have signed the Guaranty and Assumption of Obligations attached to the Franchise Agreement) and that the Entity has no other owners (direct or indirect), directors, or officers.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

EDIBLE ARRANGEMENTS, LLC, a Delaware limited liability company

By:_____
Title:_____

[Additional Signature Page Follows]

SHAREHOLDERS: **PERCENTAGE OWNERSHIP**

_____ /_____
[Name]

_____ /_____
[Signature]

_____ /_____
[Name]

_____ /_____
[Signature]

OFFICERS: **POSITION**

_____ /_____
[Name]

_____ /_____
[Signature]

_____ /_____
[Name]

_____ /_____
[Signature]

DIRECTORS:

_____
[Name]

_____
[Signature]

_____
[Name]

_____
[Signature]

OTHER: **POSITION**

_____ /_____
[Name]

_____ /_____
[Signature]

_____ /_____
[Name]

_____ /_____
[Signature]

EXHIBIT H

FRANCHISEE DISCLOSURE QUESTIONNAIRE

(This Franchisee Disclosure Questionnaire Document will not be used if the franchise is to be operated in, or you are a resident of, California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)

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EDIBLE ARRANGEMENTS, LLC

FRANCHISEE DISCLOSURE QUESTIONNAIRE

THIS DOCUMENT SHALL NOT BE SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

Do not sign this Questionnaire if you are a resident of Maryland or the business is to be operated in Maryland.

As you know, Edible Arrangements, LLC ("we," "us," or "our") and you are preparing to enter into a Franchise Agreement for the operation of an EDIBLE ARRANGEMENTS® Business (the "Business").

This Questionnaire's purpose is to determine—before we and you move forward and sign a binding agreement—whether any statements or promises were made to you that we have not authorized and may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question. In deciding whether to proceed with you, we are relying on the truthfulness of your answers. If any statements or promises were made to you that we have not authorized and may be untrue, inaccurate, or misleading, we would want the opportunity to correct them before you move forward with us.

1. Have you received and personally reviewed the Franchise Agreement and each rider, exhibit, and schedule attached to it? Yes __ No __

2. Do you understand all of the information contained in the Franchise Agreement and each rider, exhibit, and schedule attached to it? Yes __ No __

   If no, what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary)

   _____

   _____

   _____

3. Have you received and personally reviewed the Franchise Disclosure Document we provided to you? Yes __ No __

4. Did you sign two Receipts for the Franchise Disclosure Document indicating the date on which you received it? Yes __ No __

5. Do you understand all of the information contained in the Franchise Disclosure Document? Yes __ No __

   If no, what parts of the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary)

   _____

   _____

6. Have you discussed with an attorney, accountant, or other professional advisor the benefits and risks of signing the Franchise Agreement and the prospect of operating an EDIBLE ARRANGEMENTS® Business? Yes __ No __

7. Regardless of whether you have spoken with an attorney, accountant, or other professional advisor, do you understand the risks? Yes __ No __

8. Do you understand that the success or failure of any franchise you acquire will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms, and other economic and business factors? Yes __ No __

9. Has any employee or other person speaking on our behalf made any statement or promise concerning the sales, revenue, profits, or operating costs of one or more EDIBLE ARRANGEMENTS® Businesses operated by us, our affiliates, or our franchisees that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes __ No __

10. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating your EDIBLE ARRANGEMENTS® Business that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes __ No __

11. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you may incur in operating your EDIBLE ARRANGEMENTS® Business that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes __ No __

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenue, profits, operating costs, or likelihood of success that you should or might expect to achieve from operating the EDIBLE ARRANGEMENTS® Business that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes __ No __

13. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning advertising, marketing, training, support service, or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document or Franchise Agreement? Yes __ No __

14. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning any other aspect of our franchise offering, the operation of a Business, or your rights under the Franchise Agreement that is contrary to, or different from, the information contained in the Franchise Disclosure Document or the Franchise Agreement? Yes __ No __

15. Do you confirm that all of the information and materials you have given us in connection with your franchise application are complete, true, and accurate? Yes __ No __

16. Do you understand that, in the franchise relationship, (a) we and you will be independent contractors, (b) we will not exercise direct or indirect control over the Business's personnel except to the extent any indirect control is related to our legitimate interest in protecting the quality of products, service, or the EDIBLE ARRANGEMENTS® brand, (c) we will not share or codetermine

the terms and conditions of employment of the Business's employees or affect matters relating to the employment relationship between you and the Business's employees, (d) we will not be the employer or joint employer of the Business's employees, and (e) you are obligated to obtain an acknowledgment and confirmation from such employees that we, as the franchisor of EDIBLE ARRANGEMENTS® Businesses, are not their employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions? Yes __ No __

17. If you have answered "Yes" to any of questions nine (9) through fourteen (14), please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of the foregoing questions, please leave the following lines blank.

_____

_____

****

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

You acknowledge that one or more other copies of this Questionnaire have been reviewed and signed by the owners of your proposed business entity.

FRANCHISE APPLICANT

_____
[Insert name of Franchise Applicant]

By: _____
[Name of Person signing on behalf of Franchise Applicant]

Its: _____
[Title of Person signing on behalf of Franchise Applicant]

OWNER(S) OF FRANCHISE APPLICANT

_____

[Insert name of Owner]

_____
[Signature of Owner]

EXHIBIT I

NETSOLACE, LLC SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

©2026 EDIBLE ARRANGEMENTS, LLC

Software License and Maintenance Agreement

PLEASE READ THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE CORRESPONDING SOFTWARE BEING PROVIDED BY NETSOLACE, LLC ("NETSOLACE"). BY USING THE LICENSED SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK "DISAGREE/DECLINE" AND DO NOT USE THE SOFTWARE.

By clicking "AGREE/ACCEPT", You agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms shall have the meaning set forth below:

1.1 "Agreement" means this Software License and Maintenance Agreement and any applicable Purchase Orders hereto subsequently submitted by You to Netsolace.

1.2 "Confidential Information" means the information of Netsolace which is disclosed to the You pursuant to this Agreement. Confidential Information includes, without limitation, this Agreement, the Licensed Software, the Documentation, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, and product plans.

1.3 "Documentation" means the technical documentation and any end-user instructions including all updates and versions thereof associated with the Licensed Software whether in the form of printed materials, magnetic media or machine-readable format.

1.4 "Error" means non-conformance with the Documentation.

1.5 "Intellectual Property" means all intellectual property rights, including, without limitation, copyrights, patents, trade secrets, service marks, trademarks and other proprietary rights that are embodied in or used in connection with the Licensed Software and/or Documentation.

1.6 "Licensed Software" means the machine-readable, compiled object code format of the Netsolace software and any Third Party Software integrated by Netsolace.

1.7 "Site" means the physical location(s) at which You may use the Licensed Software.

1.8 "Purchase Order" means an order for products, software or services placed by You.

1.9 "Third Party Hardware" means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) owned by third parties resold and/or delivered by Netsolace to You.

1.10 "Third Party Software" means the software, in machine-readable, compiled object code format only, owned by third parties, sublicensed by Netsolace to You and interfaced by Netsolace into the Licensed Software.

2. License

2.1 License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, Netsolace hereby grants You a limited, non-exclusive, nontransferable license to use the Licensed Software and Documentation at the Site solely for Your own internal franchise processing operations. Netsolace hereby grants You the right to make such copies of the Documentation as are reasonably necessary for Your internal use of the Licensed Software.

2.2 License Restrictions. You shall not:

a. Decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof;

b. Remove or modify any markings, identification, copyright or other notices;

c. Sublicense, provide, lease, lend, use for timesharing or service bureau purposes or allow others to use the Licensed Software or Documentation to or for the benefit of third parties;

d. Modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation;

e. Load or use the Licensed Software at any location other than at the Site;

f. Disclose results of any performance information, analysis or program benchmark tests; or

g. Make the Licensed Software or Documentation available in any manner to any third party.

2.3 No Other Licenses. Except as specifically granted in this Section 2.0, no license or other right is granted, either directly or indirectly, by implication, estoppel or otherwise, to You.

2.4 Third Party Products.

2.4.1 Third Party Software. This Agreement requires that You use certain Third Party Software. You agree to be bound to all licenses, obligations, restrictions and limitations required or mandated by any Third Party Software vendors.

2.4.2 Third Party Hardware. You acknowledge and agree that Third Party Hardware purchased by You under this Agreement have been purchased from various manufacturers for resale and/or sublicense, as applicable, to You. All Third Party Hardware warranties, if any, other than warranty of title to any Third Party Hardware including, without limitation, warranties with respect to materials, workmanship, capability, patent rights are made by such manufacturers and not by Netsolace and You shall look solely to such manufacturers for any remedies under such warranties. Netsolace will arrange for delivery of any Third Party Hardware to Your Site. You agree to pay all reasonable delivery and insurance charges for any Third Party Hardware. Delivery schedules may not be canceled, postponed or changed without Netsolace's prior written consent. Title to and risk of loss in the Third Party Hardware shall remain vested in Netsolace until delivery to You. Upon delivery of the Third Party Hardware to You, title to and risk of loss in the Third Party Hardware shall pass to You.

2.5 Intellectual Property. You acknowledge and agree that the Intellectual Property is exclusively owned by and reserved to Netsolace. You will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, variation or name thereof. You agree that Netsolace will retain all right, title and interest in the Intellectual Property.

3. Fees; Payment

3.1 License Fees. In consideration for the licenses granted to You in this Agreement, You shall pay to Netsolace a license fee for the Netsolace Software (the "License Fees"). License Fees are due and payable in full prior to implementation of the Licensed Software.

3.2 Monthly Support Fee. You shall pay to Netsolace a monthly Troubleshooting and Technology Support fee in the amount of One Hundred Sixty Five ($165) dollars, (the "Monthly Support Fee"). After the first year of this Agreement, the Monthly Support Fee shall be calculated each year thereafter using Netsolace's Monthly Support Fee in effect at that time. The Monthly Support Fee is due and payable prior to implementation of the Licensed Software and then every year thereafter on the annual anniversary of the initial Purchase Order.

3.3 Third Party Software Fee Changes. Any fees for Third Party Software licensed through Netsolace are subject to change without prior notice based on the fee that Netsolace is charged by such vendors for such products.

3.4 Taxes. You agree to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement, exclusive, however, of taxes based on Netsolace's income, which taxes will be paid by Netsolace regardless of whether such taxes become due or payable at the time of delivery or use of the Licensed Software or subsequent thereto. You agree to pay any tax for which it is responsible hereunder, which may be levied on or assessed against You directly, and, if any such tax is paid by Netsolace, to reimburse Netsolace therefor, upon receipt of proof of payment reasonably acceptable to You. You agree to indemnify and hold Netsolace harmless from any such taxes or duties which any federal, state or local taxing authority requires Netsolace to pay on behalf of You.

3.5 Additional Fees. If you buy an operating EDIBLE ARRANGEMENTS® business from an existing franchisee, you shall pay to Netsolace a fee of One Thousand Two Hundred ($1200) dollars for services provided to you in connection with setup of the transferred account.

3.6 Payment: Late Fees. All License Fees, Monthly Support Fees, Professional Services Fees, or any other payments due to Netsolace hereunder including, without limitation, any payments due to Netsolace for any additional services or products requested by You are due and payable either in accordance with this Agreement or upon receipt of Netsolace's invoice, as the case may be. Any amounts not paid in accordance with this Agreement or within thirty (30) days of the date on Netsolace's invoice, as the case may be, shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date (or the maximum permissible by law if less than one and one-half percent (1.5%) per month). All amounts payable to Netsolace hereunder are payable in full in United States Dollars without deduction or set off, and shall be in addition to all sales, use or other taxes or duties, which are also Your responsibility.

4. Terms and Termination

4.1 Term. This License is effective until terminated. Your rights under this License will terminate automatically without notice from Netsolace if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Netsolace Software and destroy all copies, full or partial, of the Netsolace Software.

4.2 Termination. The following termination rights are in addition to any termination rights provided elsewhere in this Agreement and without prejudice to any other right or remedy available to Netsolace or You at law or in equity:

4.2.1 Nonpayment. Netsolace may terminate this Agreement and all licenses granted hereunder upon notice to You in the event that You fails to make full payment when due on any invoice issued by Netsolace after ten (10) calendar days written notice of such failure to pay.

4.2.2 Other Material Breach. In addition to any other rights of termination set forth herein, this Agreement may be terminated immediately by Netsolace upon written notice to You in the event of a breach of a material provision of this Agreement.

4.2.3 Termination for Bankruptcy. Netsolace will each have the right, at its option, to terminate this Agreement by written notice in the event of the other party's: (i) assignment by the benefit of creditors; (ii) admitted insolvency; (iii) dissolution or loss of charter; (iv) being adjudged bankrupt or insolvent by a court of competent jurisdiction; (v) having an appointment of a trustee or receiver for of its assets or any substantial part thereof; (vi) filing of a

voluntary petition under any bankruptcy or other similar law providing for its reorganization, dissolution or liquidation; or (vii) consent to the appointment of a receiver or a trustee for itself or its assets or any substantial part thereof.

4.3 In the event of the cancellation, completion, expiration or termination of this Agreement, all monies paid or due or owing to Netsolace by You shall be deemed non-refundable.
4.4 Effect of Termination. Cancellation, completion, expiration or termination of this Agreement and/or any subsequent Purchase Order shall not limit Netsolace from pursuing any other remedies available to it, including injunctive relief, nor shall it relieve You of your obligations to pay all monies due or owing to Netsolace that accrued under this Agreement.

5. Confidentiality

5.1 Obligations. You agree, unless required by law, not to make Netsolace's Confidential Information available in any form to any third party for any purpose. You agree to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by Your employees or agents in violation of the terms of this Agreement. Confidential Information or Customer Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction or obligation to the disclosing party to maintain the confidentiality of such information; or (d) is independently developed by the other party. You recognize and agree that there is no adequate remedy at law for a breach of the provisions of this Section 5, that such a breach would irreparably harm Netsolace and that Netsolace is entitled to equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

6. Support Services

6.1 Technical Support. Netsolace agrees to provide the following support services (the "Support Services") to You during the period in which You have paid the Monthly Support Fee to Netsolace. Netsolace shall have no obligation to perform Support Services to the extent due to anyone or more of the following: (a) Your willful abuse or willful misapplication of the Licensed Software; (b) use of the Licensed Software in conjunction with hardware that is incompatible with the Licensed Software; (c) Your failure to promptly implement any Licensed Software updates and to properly or timely update its Third Party Software as required by Netsolace; (d) use of hardware by You that has a detrimental effect on the operation of the Licensed Software; (e) alteration, damage or modification of the Licensed Software; (f) Your failure to timely pay Monthly Support Fees to Netsolace; or (g) the cancellation, completion, expiration or termination of this Agreement.

6.1.1 Licensed Software Support. Netsolace will offer support to You concerning the installation and use of the then-current release of the Licensed Software. Support is provided by telephone, electronic mail and web site and consists of the following: (a) questions pertaining to Licensed Software functionality; and (b) research and resolution of system bugs. You will be billed for training of its personnel in addition to the Monthly Support Fees when Your support questions, in Netsolace's reasonable judgment, involve training Your personnel on the use of the Licensed Software or its functionality.

6.1.2 Product Updates. Product updates of the Licensed Software will consist of modifications, updates and enhancements that Netsolace, in its sole discretion, makes generally available to its client base. You agree to promptly implement all product updates received from Netsolace and to update all Third Party Software pursuant to such Third Party Software vendors. Upon receipt, product updates and modifications will be deemed Licensed Software.

6.1.3 Remote Support. Netsolace may provide certain support services using a remote on-line

connection to Your computer equipment. You agree to assist Netsolace in establishing and maintaining a remote on-line connection including, without limitation, the costs of telecommunication to connect You and Netsolace. In the event that the remote on-line connection is not available to Netsolace and Netsolace personnel have to visit Your facility to perform support services that could otherwise have been provided via the remote on-line connection then You agree to pay the following charges in addition to the Monthly Support Fee: (a) a per diem charge for all additional support services at Netsolace's fees in effect at that time, (b) to reimburse Netsolace for all expenses incurred by Netsolace.

6.1.4 Billable Support. In addition to the Monthly Support Fee, You agree to pay Netsolace a fee(s) for support in the following instances: (a) disaster recovery testing support; (b) disaster recovery support due to hardware, software or user error; (c) disaster recovery support due to Your failure to upgrade or update the Licensed Software or any Third Party Software; (d) support for You personnel who have not been previously trained on the Licensed Software; (e) installation of any product updates; and (f) support services for the Licensed Software which has malfunctioned as a result of any of the causes described in Section 6.1 of this Agreement. Netsolace's fees for such support will be calculated on a time and materials basis using Netsolace's billing rates in effect at that time plus Netsolace's costs. Netsolace's invoices for such services are due upon receipt.

6.2 Error Correction. Netsolace will make reasonable efforts to resolve reported problems based on priority and the impact of the error. Upon Your notification to Netsolace of a problem, Netsolace will investigate such problem to determine the nature and origin of such problem and upon completion of such investigation. Netsolace will make reasonable efforts to correct any Error in the Licensed Software reported by You. In the event that any reported problem is not caused by an error in the Licensed Software, You will pay Netsolace a fee for all work performed to diagnose and determine the cause of the problem in addition to reimbursing Netsolace for any expenses incurred by Netsolace. The fee will be calculated on a time and materials basis using Netsolace's billing rates in effect at that time plus Netsolace's costs. Netsolace's invoices for such services are due upon receipt.

6.3 Support for Third Party Software. You are responsible for the update and upgrade of any Third Party Software.

7. Representations, Warranties and Disclaimers

7.1 Netsolace Warranty. Netsolace warrants and represents to You that the Licensed Software will perform on an appropriately configured computer substantially in accordance with the then-current Documentation and that Netsolace has the full power and authority to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights and licenses granted to You in this Agreement.

7.2 Your Warranty. You warrant and represent that You have the full power and authority to enter into this Agreement, to carry out Your obligations under this Agreement and upon your acceptance of this Agreement, this Agreement shall be Your legal, valid, binding and enforceable obligation.

7.3 DISCLAIMERS.

7.3.1 GENERAL. THE WARRANTY SET FORTH IN SECTION 7.1 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY NETSOLACE. NETSOLACE EXPRESSLY DISCLAIMS, AND YOU HEREBY EXPRESSLY WAIVE, ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NETSOLACE DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE LICENSED SOFTVI/ARE, IF ANY, WILL BE CORRECTED.

7.3.2 THIRD PARTY SOFTWARE DISCLAIMER. NETSOLACE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE INCLUDING, WITHOUT LIMITATION, QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD PARTY SOFTWARE. THIRD PARTY SOFTWARE PROVIDED UNDER THIS AGREEMENT IS EXPRESSLY PROVIDED "AS IS."

7.3.3 THIRD PARTY HARDWARE DISCLAIMER. NETSOLACE MAKES NO WARRANTIES OR REPRESENTATIONS OTHER THAN WARRANTY OF TITLE TO ANY THIRD PARTY HARDWARE, EXPRESS OR IMPLIED, AND SUCH WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY AND ALL EXPRESS OR IMPLIED WARRANTIES TO CLIENT INCLUDING, WITHOUT LIMTATION, ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

8. Indemnification

8.1 Indemnification by You. You agree to indemnify, defend and hold harmless Netsolace and its officers, directors, employees, distributors, agents, licensors, successors and assigns from and against any and all loss, damage, settlement or expense (including reasonable legal expenses), as incurred, resulting from or arising out of Your activities under this Agreement, including but not limited to, Your failure to comply with all applicable regulations or laws, whether actual or alleged; provided that Netsolace (i) promptly notifies You, in writing, of any notice of which it becomes aware; and (ii) permits You to control, the defense, settlement, adjustment or compromise of any such claim. Netsolace may employ counsel, at its own expense (provided that if such counsel is necessary because You do not assume control, You shall bear such expense), to assist it with respect to any such claim. Netsolace shall have no authority to settle any claim subject to this Section on behalf of You.

9. Limitation of Liability

9.1 IN NO EVENT SHALL NETSOLACE'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT TO NETSOLACE PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL NETSOLACE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE OR EXPLEMARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General Provisions

10.1 Complete Agreement. This Agreement is intended as the complete, final and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes any and all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each party expressly acknowledges that there are no warranties, representations, covenants or understandings of any kind, manner or description whatsoever by either party to the other except as expressly set forth in this Agreement. The terms and conditions contained in this Agreement shall have precedence over any conflicting terms or conditions contained in any Subsequent Purchase Order issued by the You, or any acknowledgement issued by Netsolace, except as to terms and conditions which are mutually agreed to by the You and Netsolace either (i) in a jointly executed writing, or (ii) in separately issued or executed documents to the extent of the common and non-conflicting terms and conditions only.

10.2 PCI Compliance. (a) In the event You engage in payment card transactions as part of your operations, You shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the term of this Agreement. You accept responsibility for the security of customer credit card data in your possession, even if all or a portion of the such payment card transactions are subcontracted to a third party vendor. At Netsolace's request, You shall report in writing to Netsolace, proof of such compliance with the PCI DSS. If You become aware that You or Your service provider is not, or will not likely be, in compliance with PCI DSS for any reason, You must promptly report in writing to Netsolace the non-compliance or likely non-compliance.

(b) Netsolace represents to You that it will comply and keep cardholder data secure in accordance with all applicable PCI DSS requirements to the extent Netsolace possesses or otherwise stores, processes, or transmits cardholder data on Your behalf, or to the extent Netsolace may impact the security of Your cardholder data.

10.3 No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that, or any other, provision. Any waiver by either party of its rights under this Agreement must be in writing and signed by a duly authorized officer of the waiving party.

10.4 Assignment. You may not assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of Netsolace's duly authorized representative. Subject to the foregoing, this Agreement and any rights, interests or benefits shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of the provisions of this Section 10.3 shall be void.

10.5 Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance.

10.6 Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held illegal, invalid or unenforceable by a court of competent jurisdiction (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

10.7 Relationship of Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

10.8 No Third Party Beneficiaries. This Agreement is made for the benefit of Netsolace and You and not for the benefit of any third parties.

10.9 Governing Law; Attorney Fees. This Agreement, and any disputes arising hereunder, shall be governed, interpreted, construed and enforced in all respects in accordance with the laws of the State of Connecticut except for its conflicts of laws rules. You agree that all actions arising under the agreement or otherwise as a result of the relationship between you and Netsolace must be commenced in a court of general jurisdiction in Connecticut, and you irrevocably submit to the jurisdiction of that court and waive any objection You might have to either the jurisdiction of or venue of that court. The prevailing party in any action to enforce this Agreement will be entitled to recover its costs and expenses including, without limitation, reasonable attorneys' fees.

10.10 Force Majeure. Netsolace shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder during any event of force majeure or due to any reason beyond its reasonable control.

10.11 Survival of Obligations. Sections 1, 2 (other than Section 2.1),3,4.3,5,7,8,9, and 10 shall survive the cancellation, completion, expiration or termination of this Agreement.

10.12 Export Control. You may not use or otherwise export or reexport the Netsolace Software except as authorized by United States law and the laws of the jurisdiction in which the Netsolace Software was obtained. In particular,

but without limitation, the Netsolace Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Netsolace Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, and nuclear, chemical or biological weapons.

EXHIBIT J

FORM OF GENERAL RELEASE

©2026 EDIBLE ARRANGEMENTS, LLC

EDIBLE ARRANGEMENTS, LLC

GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE

Edible Arrangements, LLC ("we," "us," or "our") and the undersigned franchisee, _____ ("you" or "your"), currently are parties to a certain Franchise Agreement (the "Franchise Agreement") dated _____. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation]_____
_____
_____
_____
_____
_____. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, directors, officers, principals, employees, and affiliated entities (collectively, the "Releasing Parties"), hereby forever release and discharge us and our affiliates, and our and their current and former officers, directors, shareholders, principals, agents, representatives, employees, successors, and assigns (collectively, the "Edible Parties"), from any and all claims, damages, demands, debts, causes of action, suits, duties, liabilities, costs, and expenses of any nature and kind, whether presently known or unknown, vested or contingent, suspected or unsuspected (all such matters, collectively, "Claims") that you and any other Releasing Party now have, ever had, or, but for this document, hereafter would or could have against any Edible Party (1) arising out of or related in any way to the Releasing Parties' rights or the Edible Parties' obligations under the Franchise Agreement before the dates of the signatures below or (2) otherwise arising out of or related in any way to your and the other Releasing Parties' relationship, from the beginning of time to the dates of the signatures below, with any Edible Party. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Edible Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

[NOTE: The following language in brackets and bold type applies only when the franchisee operates in California or California law is deemed to apply. Remove the language in all other circumstances.]

[Each of the parties granting a release acknowledges a familiarity with Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Each party granting a release and its authorized signatories hereto recognize that he, she, or it may have some claim, demand, or cause of action against the released parties of which he, she, or it is unaware and unsuspecting, and which he, she, or it is giving up by signing this Addendum. Each party granting a release and its authorized signatories hereby waive and relinquish every right or benefit which he, she, or it has under Section 1542 of the Civil Code of the State of California, and any similar statute under any other state or federal law, to the fullest extent that such right or benefit may lawfully be waived.]

[This General Release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law to the extent prohibited by such law.]

EDIBLE ARRANGEMENTS, LLC

By:_____

Title:_____

Date:_____

_____
[Name of Franchisee]

By:_____

Title:_____

Date:_____

_____
[Name of Owner]

_____
[Signature]

Date:_____

EXHIBIT K

RENEWAL RIDERS TO FRANCHISE AGREEMENT

©2026 EDIBLE ARRANGEMENTS, LLC
2026 FDD
1633327881.2

STORE#

RENEWAL RIDER TO EDIBLE ARRANGEMENTS, LLC

FRANCHISE AGREEMENT FOR [[NAME OF FRANCHISEE]]

THIS RENEWAL RIDER TO FRANCHISE AGREEMENT (the "Rider") is made and entered into by and between **EDIBLE ARRANGEMENTS, LLC** , a Delaware limited liability company with its principal business address at 10 Glenlake Parkway, North Tower, Suite 300, Atlanta, Georgia 30328 ("we," "us," or "our"), and **[[NAME OF FRANCHISEE]]**, a [[STATE OF ORGANIZATION]][[TYPE OF COMPANY]], with its principal business address at [[FRANCHISEE ADDRESS]] ("you" or "your"). This Rider will be effective as of [[EFFECTIVE DATE OF RIDER]] (the "Effective Date," regardless of the dates of the parties' signatures).

1. **Preambles and Acknowledgments**. Simultaneously with signing this Rider, we and you are signing a Franchise Agreement (the "Successor Franchise Agreement") to govern your continued operation of an EDIBLE® Business (the "Franchised Business"). The Franchised Business currently operates from a store located at [[STORE ADDRESS]] (the "Store Location"). (All initial capitalized terms used but not defined in this Rider have the meanings given to them in the Successor Franchise Agreement). We and you acknowledge that the Successor Franchise Agreement is the successor to the franchise agreement dated as of [[EFFECTIVE DATE OF ORIGINAL FRANCHISE AGREEMENT]] (the "Expiring Franchise Agreement"), under which you operated the Franchised Business during the initial term stated in the Expiring Franchise Agreement. We and you further acknowledge that the Expiring Franchise Agreement expires by its terms on [[EXPIRATION DATE]]. We and you acknowledge that nothing in this Rider modifies any obligation that you have under the Expiring Franchise Agreement, including, without limitation, the transfer and REMAP fees due pursuant to Section 2.B. as a condition to renewal. Subject to your compliance with certain renewal conditions specified in the Expiring Franchise Agreement (as well as your compliance with the Successor Franchise Agreement), you have the right to continue operating the Franchised Business during a successor franchise term. We and you are signing this Rider to modify certain provisions of the Successor Franchise Agreement to reflect that (a) the Successor Franchise Agreement is a successor to the Expiring Franchise Agreement and intended to govern our and your relationship during the successor franchise term, and (b) certain provisions of the Successor Franchise Agreement do not apply to your operation of the Franchised Business during its term.

2. **Effectiveness of Successor Franchise Agreement**. The Successor Franchise Agreement's term commences on the Effective Date. You will have no further rights under the Expiring Franchise Agreement as of the Effective Date.

3. **Initial Franchise Fee**. Subsection 9.A. of the Successor Franchise Agreement is deleted.

4. **Development and Opening**. Section 3 of the Successor Franchise Agreement is deleted.

5. **Term of Franchise.** (a) Section 2.A. of the Successor Franchise Agreement is amended to read as follows:

> This Agreement shall be effective and binding from the Effective Date for a term equal to ten (10) years. Franchisee agrees to operate the Franchised Business in compliance with this Agreement for the entire term unless this Agreement is properly terminated

under Section 18. Franchisee has no right to acquire, and EA has no obligation to grant, another renewal franchise or otherwise to extend the Franchise when this Agreement expires. When this Agreement expires, Franchisee shall be required to cease operating the Franchised Business and perform all post-termination obligations pursuant to Section 19.

(b) Section 2.B. of the Successor Franchise Agreement is hereby deleted in its entirety.

6. **Training**. Section 6.A. of the Successor Franchise Agreement relating solely to the initial training program is deleted.

7. **Grand Opening Advertising and Marketing**. Subsection 9.G. of the Successor Franchise Agreement is deleted.

8. **Termination—By EA**.

(a) Subsection 17.B.(2) of the Successor Franchise Agreement is deleted.

(b) Subsection 17.B.(3) of the Successor Franchise Agreement is deleted.

9. **Release**. In compliance with the renewal conditions in the Expiring Franchise Agreement and as consideration for our granting you the rights under the Successor Franchise Agreement, you, on your own behalf and on behalf of your affiliates and your and their respective successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, members, directors, officers, principals, and employees (collectively, the "Releasing Parties"), hereby forever release and discharge us and our affiliates, and our and their respective current and former officers, directors, owners, principals, employees, agents, representatives, successors, and assigns (collectively, the "Released Parties"), from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind, vested or contingent (for purposes of this Section 9, collectively, "Claims"), that you and any of the other Releasing Parties now have, ever had, or, but for this release, hereafter would or could have against any of the Released Parties (a) arising out of or related to the Released Parties' grant of the franchise rights under the Expiring Franchise Agreement, (b) arising out of or related to the Released Parties' performance of obligations, or failure to perform obligations, under the Expiring Franchise Agreement, and
(c) otherwise arising from or related in any way to your and the other Releasing Parties' relationship, from the beginning of time to the Effective Date, with any of the Released Parties with respect to the Franchised Business under the Expiring Franchise Agreement.

You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Released Parties on any of the Claims released by the preceding paragraph and represent that you have not assigned any such Claims to any individual or entity who is not bound by the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE: **[[NAME OF FRANCHISEE]]**

By:_____ Title:_____Date: _____
[[NAME OF OWNER]]

By:_____ Title:_____Date: _____
[[NAME OF OWNER]]

RENEWAL RIDER TO EDIBLE ARRANGEMENTS, LLC

FRANCHISE AGREEMENT FOR [NAME OF FRANCHISEE]

THIS RENEWAL RIDER TO FRANCHISE AGREEMENT (the "Rider") is made and entered into by and between **EDIBLE ARRANGEMENTS, LLC** , a Delaware limited liability company with its principal business address at 10 Glenlake Parkway, North Tower, Suite 300, Atlanta, Georgia 30328 ("we," "us," or "our"), and **[NAME OF FRANCHISEE]**, a [STATE OF ORGANIZATION] [TYPE OF COMPANY], with its principal business address at [STORE ADDRESS] ("you" or "your"). This Rider will be effective as of [EFFECTIVE DATE OF RIDER] (the "Effective Date," regardless of the dates of the parties' signatures).

1. **Preambles and Acknowledgments**. Simultaneously with signing this Rider, we and you are signing a Franchise Agreement (the "Successor Franchise Agreement") to govern your continued operation of an EDIBLE® Business (the "Franchised Business"). The Franchised Business currently operates from a store located at [STORE ADDRESS] (the "Store Location"). (All initial capitalized terms used but not defined in this Rider have the meanings given to them in the Successor Franchise Agreement). We and you acknowledge that the Successor Franchise Agreement is the successor to the franchise agreement dated as of [[EFFECTIVE DATE OF ORIGINAL FRANCHISE AGREEMENT]] (the "Expiring Franchise Agreement"), under which you operated the Franchised Business during the initial term stated in the Expiring Franchise Agreement. We and you further acknowledge that the Expiring Franchise Agreement expires by its terms on [EXPIRATION DATE (DAY BEFORE RENEWAL DATE)]. We and you acknowledge that nothing in this Rider modifies any obligation that you have under the Expiring Franchise Agreement, including, without limitation, the transfer and REMAP fees due pursuant to Section 2.B. as a condition to renewal. Subject to your compliance with certain renewal conditions specified in the Expiring Franchise Agreement (as well as your compliance with the Successor Franchise Agreement), you have the right to continue operating the Franchised Business during a successor franchise term. We and you are signing this Rider to modify certain provisions of the Successor Franchise Agreement to reflect that (a) the Successor Franchise Agreement is a successor to the Expiring Franchise Agreement and intended to govern our and your relationship during the successor franchise term, (b) certain provisions of the Successor Franchise Agreement do not apply to your operation of the Franchised Business during its term, and (c) your right to operate the Franchised Business under the Successor Franchise Agreement for its entire term depends on your satisfying by a stated deadline certain remodeling/upgrading requirements for the Franchised Business at the Location (as set forth in Section 10 below).

2. **Effectiveness of Successor Franchise Agreement**. The Successor Franchise Agreement's term commences on the Effective Date. You will have no further rights under the Expiring Franchise Agreement as of the Effective Date.

3. **Initial Franchise Fee**. Subsection 9.A. of the Successor Franchise Agreement is deleted.

4. **Development and Opening**. Section 3 of the Successor Franchise Agreement is deleted. However, you are required to comply with the obligations described in Section 9 of this Rider.

5. **Term of Franchise.** (a) Section 2.A. of the Successor Franchise Agreement is amended to read as follows:

This Agreement shall be effective and binding from the Effective Date for a term equal to ten (10) years. Franchisee agrees to operate the Franchised Business in compliance with this Agreement for the entire term unless this Agreement is properly terminated under Section 18. Franchisee has no right to acquire, and EA has no obligation to grant, another renewal franchise or otherwise to extend the Franchise when this Agreement expires.

When this Agreement expires, Franchisee shall be required to cease operating the Franchised Business and perform all post-termination obligations pursuant to Section 19.

(d) Section 2.B. of the Successor Franchise Agreement is hereby deleted in its entirety.

6. **Training**. Section 6.A. of the Successor Franchise Agreement relating solely to the initial training program is deleted.

7. **Grand Opening Advertising and Marketing**. Subsection 9.G. of the Successor Franchise Agreement is deleted.

8. **Termination—By EA**.

a. Subsection 17.B.(2) of the Successor Franchise Agreement is deleted.
b. Subsection 17.B.(3) of the Successor Franchise Agreement is deleted.

9. **Remodeling/Upgrading Obligations of Franchisee**. Under Section 2.B.(3) of the Expiring Franchise Agreement, your right to renew the Franchise was conditioned on your bringing the Franchised Business, before the Expiring Franchise Agreement's expiration date, into full compliance with our current specifications and standards for EDIBLE® Businesses, including, but not limited to, a new equipment package and new décor and an upgraded point-of- sale and computer system. We and you acknowledge that certain Operating Assets of the Franchised Business do not meet our current specifications and standards for new EDIBLE® Businesses. Accordingly, you agree to make, at your sole expense, those upgrades to your Store Location to meet such specifications and standards ("Upgrades"). As of the Effective Date of this Rider, Upgrades must include, at a minimum, the purchase and installation of the items listed on Schedule A attached hereto (the "Upgrades Equipment"); however, you acknowledge and agree that the scope and nature of the Upgrades, including the Upgrades Equipment, are applicable only through_, 20_____and are thereafter subject to change by EA at its sole discretion. By execution of this Rider, you represent you placed your orders for the Upgrades Equipment prior to the Effective Date of this Rider. All Upgrades are to be completed and/or installed not later than [INSERT DATE 90 DAYS AFTER EFFECTIVE DATE].

If you have not satisfied these conditions by [DATE 90 DAYS AFTER SIGNING], EA may (i) modify the scope and nature of Upgrades and Upgrade Equipment you are required to purchase and install at the Location; and/or (ii) terminate the Successor Franchise Agreement immediately due to your failure to satisfy an essential condition for the grant of the Successor Franchise Agreement, in which event, your right to operate the Franchised Business will immediately terminate, and all of your post-term obligations (and our post-term rights) stated in the Successor Franchise Agreement will apply.

10. **Release**. In compliance with the renewal conditions in the Expiring Franchise Agreement and as consideration for our granting you the rights under the Successor Franchise Agreement, as modified by this Rider, you, on your own behalf and on behalf of your affiliates and your and their respective successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, members, directors, officers, principals, and employees (collectively, the "Releasing Parties"), hereby forever release and discharge us and our affiliates, and our and their respective current and former officers,

directors, owners, principals, employees, agents, representatives, successors, and assigns (collectively, the "Released Parties"), from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind, vested or contingent (for purposes of this Section 10, collectively, "Claims"), that you and any of the other Releasing Parties now have, ever had, or, but for this release, hereafter would or could have against any of the Released Parties (a) arising out of or related to the Released Parties' grant of the franchise rights under the Expiring Franchise Agreement, (b) arising out of or related to the Released Parties' performance of obligations, or alleged failure to perform obligations, under the Expiring Franchise Agreement, and (c) otherwise arising from or related in any way to your and the other Releasing Parties' relationship, from the beginning of time to the Effective Date, with any of the Released Parties with respect to the Franchised Business under the Expiring Franchise Agreement.

You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Released Parties on any of the Claims released by the preceding paragraph and represent that you have not assigned any such Claims to any individual or entity who is not bound by the preceding paragraph.

[Balance of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE: **[_NAME OF FRANCHISEE_]**

By:_____ Title:_____Date: _____
[NAME OF OWNER]

By:_____ Title:_____Date: _____
[NAME OF OWNER]

SCHEDULE A

RENEWAL RIDER

TO EDIBLE ARRANGEMENTS, LLC
FRANCHISE AGREEMENT FOR

STORE LOCATION

UPGRADES and UPGRADES EQUIPMENT

The upgrades necessary bring the Franchised Business into full compliance with EA's current standards and specifications must be completed and/or installed on or before [Date 90 Days after Effective Date]. The scope and nature of the Upgrades and the Upgrades Equipment (including the costs listed below) are valid through_____, 20____, and are thereafter subject to change by EA and/or its vendors, as applicable.

RENEWAL RIDER TO EDIBLE ARRANGEMENTS, LLC
FRANCHISE AGREEMENT FOR [[NAME OF FRANCHISEE]]

THIS RENEWAL RIDER TO FRANCHISE AGREEMENT (the "Rider") is made and entered into by and between **EDIBLE ARRANGEMENTS, LLC**, a Delaware limited liability company with its principal business address at 10 Glenlake Parkway, North Tower, Suite 300, Atlanta, Georgia 30328 ("we," "us," or "our"), and **[[NAME OF FRANCHISEE]]**., a [[STATE OF ORGANIZATION]][[TYPE OF COMPANY]], with its principal business address at [[FRANCHISEE ADDRESS]] ("you" or "your"). This Rider will be effective as of [[RENEWAL/EFFECTIVE DATE]] (the "Effective Date," regardless of the dates of the parties' signatures).

1. **Preambles and Acknowledgments**. Simultaneously with signing this Rider, we and you are signing a Franchise Agreement (the "Successor Franchise Agreement") to govern your continued operation of an EDIBLE® Business (the "Franchised Business"). The Franchised Business currently operates from a store located at [[STORE ADDRESS]] (the "Current Store Location"). (All initial capitalized terms used but not defined in this Rider have the meanings given to them in the Successor Franchise Agreement). We and you acknowledge that the Successor Franchise Agreement is the successor to the franchise agreement dated as of [[EFFECTIVE DATE OF ORIGINAL FRANCHISE AGREEMENT]] (the "Expiring Franchise Agreement"), under which you operated the Franchised Business during the initial term stated in the Expiring Franchise Agreement. We and you further acknowledge that the Expiring Franchise Agreement expires by its terms on [[EXPIRATION DATE (DAY BEFORE RENEWAL DATE]]. We and you acknowledge that nothing in this Rider modifies any obligation that you have under the Expiring Franchise Agreement, including, without limitation, the transfer and REMAP fees due pursuant to Section 2.B. as a condition to renewal. Subject to your compliance with certain renewal conditions specified in the Expiring Franchise Agreement (as well as your compliance with the Successor Franchise Agreement), you have the right to continue operating the Franchised Business during a successor franchise term. We and you are signing this Rider to modify certain provisions of the Successor Franchise Agreement to reflect that (a) the Successor Franchise Agreement is a successor to the Expiring Franchise Agreement and intended to govern our and your relationship during the successor franchise term, (b) certain provisions of the Successor Franchise Agreement do not apply to your operation of the Franchised Business during its term, and (c) your right to operate the Franchised Business under the Successor Franchise Agreement for its entire term depends on your (i) satisfying by a stated deadline certain interim remodeling/upgrading requirements for the Franchised Business at the Current Store Location and (ii) relocating the Franchised Business to a new location within the [[CURRENT STORE'S ZIP CODE]] zip code that satisfies in all respects our current requirements for franchised EDIBLE® Businesses (the "New Store Location") by a stated deadline and then operating the Franchised Business from the New Store Location in compliance with the Successor Franchise Agreement (as set forth in Section 10 below).

2. **Effectiveness of Successor Franchise Agreement**. The Successor Franchise Agreement's term commences on the Effective Date. You will have no further rights under the Expiring Franchise Agreement as of the Effective Date.

3. **Initial Franchise Fee**. Subsection 9.A. of the Successor Franchise Agreement is deleted.

4. **Site Selection**. The timeframes in Subsection 3.A. of the Successor Franchise Agreement are deleted and replaced by the obligations imposed upon you in Section 9 of this Rider.

5. **Term of Franchise.** (a) Section 2.A. of the Successor Franchise Agreement is amended to read as follows:

> This Agreement shall be effective and binding from the Effective Date for a term equal to ten (10) years. Franchisee agrees to operate the Franchised Business in compliance with this Agreement for the entire term unless this Agreement is properly terminated under Section 18. Franchisee has no right to acquire, and EA has no obligation to grant, another renewal franchise or otherwise to extend the Franchise when this Agreement expires.
>
> When this Agreement expires, Franchisee shall be required to cease operating the Franchised Business and perform all post-termination obligations pursuant to Section 19.

(b) Section 2.B. of the Successor Franchise Agreement is hereby deleted in its entirety.

6. **Training**. Section 6.A. of the Successor Franchise Agreement relating solely to the initial training program is deleted.

7. **Grand Opening Advertising and Marketing**. Subsection 9.G. of the Successor Franchise Agreement is deleted.

8. **Termination—By EA**.

a. Subsection 17.B.(2) of the Successor Franchise Agreement is deleted.
b. Subsection 17.B.(3) of the Successor Franchise Agreement is deleted.

9. **Remodeling/Upgrading Obligations of Franchisee**. Under Section 2.B(2) of the Expiring Franchise Agreement, your right to renew the Franchise was conditioned on your bringing the Franchised Business, before the Expiring Franchise Agreement's expiration date, into full compliance with our current specifications and standards for EDIBLE® Businesses, including, but not limited to, a new equipment package and new décor and an upgraded point-of-sale and computer system. However, we and you acknowledge that certain of the Operating Assets of the Franchised Business do not meet our current specifications and standards for new EDIBLE® Businesses and that we and you have determined that relocation of the Franchised Business is required in order to bring the Franchised Business into full compliance with our current specifications and standards.

Your lease for the Current Store Location is currently scheduled to expire on [[DATE OF EXPIRATION OF CURRENT LEASE]] and you plan to relocate the Franchised Business to a New Store Location (the "Relocation") where you will be able to operate your Franchised Business in full compliance with all of our current standards and specifications. Accordingly, you agree to make, at your sole expense, to make those upgrades to your Current Store Location on an interim basis necessary to sell all required products and services until the Relocation without having to reconfigure or upgrade the layout of the Current Store Location in accordance with our current standards and specifications ("Interim Upgrades"). The Interim Upgrades must include, at a minimum, the items listed on Schedule A attached hereto, such items to be completed not later than [[INTERIM UPGRADE DEADLINE PROVIDED BY REAL ESTATE]].

You must identify the New Store Location for your Franchised Business, which must be in full compliance with our requirements as set forth in the Successor Franchise Agreement, and enter into a new lease for the New Store Location, which we first must approve, not later than [[NEW LEASE EXECUTION DATE PROVIDED BY REAL ESTATE]. You must develop the New Store Location in accordance with the Successor Franchise Agreement and our current standards and specifications so that you can begin operating the Franchised Business at the New Store Location by [[NEW STORE OPEN DATE PROVIDED BY REAL ESTATE]].

You must continue to operate the Franchised Business at the Current Store Location with the Interim Upgrades, and offer and sell the full range of Edible® products, including the Edible to Go® products, until you open your New Store Location. If you have not satisfied these conditions by [[EXPIRATION OF CURRENT LEASE]], we have the right to terminate the Successor Franchise Agreement immediately due to your failure to satisfy an essential condition for the grant of the Successor Franchise Agreement. In that event, your right to operate the Franchised Business will immediately terminate, and all of your post-term obligations (and our post-term rights) stated in the Successor Franchise Agreement will apply.

10. **Release**. In compliance with the renewal conditions in the Expiring Franchise Agreement and as consideration for our granting you the rights under the Successor Franchise Agreement, as modified by this Rider, you, on your own behalf and on behalf of your affiliates and your and their respective successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, members, directors, officers, principals, and employees (collectively, the "Releasing Parties"), hereby forever release and discharge us and our affiliates, and our and their respective current and former officers, directors, owners, principals, employees, agents, representatives, successors, and assigns (collectively, the "Released Parties"), from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind, vested or contingent (for purposes of this Section 11, collectively, "Claims"), that you and any of the other Releasing Parties now have, ever had, or, but for this release, hereafter would or could have against any of the Released Parties (a) arising out of or related to the Released Parties' grant of the franchise rights under the Expiring Franchise Agreement, (b) arising out of or related to the Released Parties' performance of obligations, or failure to perform obligations, under the Expiring Franchise Agreement, and (c) otherwise arising from or related in any way to your and the other Releasing Parties' relationship, from the beginning of time to the Effective Date, with any of the Released Parties, with respect to the Franchised Business under the Expiring Franchise Agreement.

You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Released Parties on any of the Claims released by the preceding paragraph and represent that you have not assigned any such Claims to any individual or entity who is not bound by the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE: **[[NAME OF FRANCHISEE]]**

By:_____ Title:_____Date: _____
[[NAME OF OWNER]]

By:_____ Title:_____Date: _____
[[NAME OF OWNER]]

SCHEDULE A

RENEWAL RIDER

TO EDIBLE ARRANGEMENTS, LLC FRANCHISE AGREEMENT

FOR STORE

LOCATION

INTERIM UPGRADES

The Interim Upgrades must be completed and/or installed not later than_____, 2017.

[Insert Interim Upgrades Chart from Construction Services Department]

[STORE #]

RENEWAL RIDER TO EDIBLE ARRANGEMENTS, LLC

FRANCHISE AGREEMENT FOR [[NAME OF FRANCHISEE]]

THIS RENEWAL RIDER TO FRANCHISE AGREEMENT (the "Rider") is made and entered into by and between **EDIBLE ARRANGEMENTS, LLC** , a Delaware limited liability company with its principal business address at 10 Glenlake Parkway, North Tower, Suite 300, Atlanta, Georgia 30328 ("we," "us," or "our"), and **[[NAME OF FRANCHISEE]]**, a [[STATE OF ORGANIZATION]][[TYPE OF COMPANY]], with its principal business address at [[FRANCHISEE ADDRESS]] ("you" or "your"). This Rider will be effective as of [[RENEWAL DATE]] (the "Effective Date," regardless of the dates of the parties' signatures).

1. **Preambles and Acknowledgments**. Simultaneously with signing this Rider, we and you are signing a Franchise Agreement (the "Successor Franchise Agreement") to govern your continued operation of an EDIBLE® Business (the "Franchised Business"). The Franchised Business currently operates from a store located at [[STORE ADDRESS]] (the "Current Store Location"). (All initial capitalized terms used but not defined in this Rider have the meanings given to them in the Successor Franchise Agreement). We and you acknowledge that the Successor Franchise Agreement is the successor to the franchise agreement dated as of [[EFFECTIVE DATE OF ORIGINAL FRANCHISE AGREEMENT]] (the "Expiring Franchise Agreement"), under which you operated the Franchised Business during the initial term stated in the Expiring Franchise Agreement. We and you further acknowledge that the Expiring Franchise Agreement expires by its terms on [[EXPIRATION DATE (DAY BEFORE RENEWAL DATE)]]. We and you acknowledge that nothing in this Rider modifies any obligation that you have under the Expiring Franchise Agreement, including, without limitation, the transfer and REMAP fees due pursuant to Section 2.B. as a condition to renewal. Subject to your compliance with certain renewal conditions specified in the Expiring Franchise Agreement (as well as your compliance with the Successor Franchise Agreement), you have the right to continue operating the Franchised Business during a successor franchise term. We and you are signing this Rider to modify certain provisions of the Successor Franchise Agreement to reflect that (a) the Successor Franchise Agreement is a successor to the Expiring Franchise Agreement and intended to govern our and your relationship during the successor franchise term, (b) certain provisions of the Successor Franchise Agreement do not apply to your operation of the Franchised Business during its term, and (c) your right to operate the Franchised Business under the Successor Franchise Agreement for its entire term depends on you (i) completing by a stated deadline the negotiation and execution of a new lease with the landlord of the Current Store Location, completing by a stated deadline certain remodeling/upgrading requirements for the Franchised Business at the Current Store Location, and then operating the Franchised Business at the Current Store Location in compliance with the Successor Franchise Agreement (as set forth in Section 10 below) or (ii) relocating the Franchised Business by a stated deadline to a new location within the [[CURRENT STORE'S ZIP CODE]] zip code that satisfies in all respects our current requirements for franchised EDIBLE® Businesses (the "New Store Location") and then operating the Franchised Business from the New Store Location in compliance with the Successor Franchise Agreement (as set forth in Section 10 below).

2. **Effectiveness of Successor Franchise Agreement**. The Successor Franchise Agreement's term commences on the Effective Date. You will have no further rights under the Expiring Franchise Agreement as of the Effective Date.

3. **Initial Franchise Fee**. Subsection 9.A. of the Successor Franchise Agreement is deleted.

4. **Site Selection**. The timeframes in Subsection 3.A. of the Successor Franchise Agreement are deleted and replaced by the obligations imposed upon you in Section 9 of this Rider.

5. **Term of Franchise.** (a) Section 2.A. of the Successor Franchise Agreement is amended to read as follows:

> This Agreement shall be effective and binding from the Effective Date for a term equal to ten (10) years. Franchisee agrees to operate the Franchised Business in compliance with this Agreement for the entire term unless this Agreement is properly terminated under Section 18. Franchisee has no right to acquire, and EA has no obligation to grant, another renewal franchise or otherwise to extend the Franchise when this Agreement expires.
>
> When this Agreement expires, Franchisee shall be required to cease operating the Franchised Business and perform all post-termination obligations pursuant to Section 19.

(b) Section 2.B of the Successor Franchise Agreement is hereby deleted in its entirety.

6. **Training**. Section 6.A. of the Successor Franchise Agreement relating solely to the initial training program is deleted.

7. **Grand Opening Advertising and Marketing**. Subsection 9.G. of the Successor Franchise Agreement is deleted.

8. **Termination—By EA**.

(a) Subsection 17.B.(2) of the Successor Franchise Agreement is deleted.

(b) Subsection 17.B.(3) of the Successor Franchise Agreement is deleted.

However, we have the right to terminate the Successor Franchise Agreement if you fail to comply with the obligations in Section 9 of this Rider by their required deadlines.

9. **Remodeling/Upgrading Obligations of Franchisee**. Under Section 2.B(2) of the Expiring Franchise Agreement, your right to renew the Franchise was conditioned on your bringing the Franchised Business, before the Expiring Franchise Agreement's expiration date, into full compliance with our current specifications and standards for EDIBLE® Businesses, including, but not limited to, a new equipment package and new décor and an upgraded point-of-

sale and computer system. In order to be fully compliant with our current specifications and standards for EDIBLE® Businesses, you must have a written lease agreement with your landlord for the Current Store Location that provides for a lease term that is, at minimum, coterminous with the term of the Successor Franchise Agreement and otherwise complies with our other requirements for such leases.

Your lease for the Current Store Location is currently scheduled to expire on [[DATE OF EXPIRATION OF CURRENT LEASE]]. In addition, the Current Store Location is not in full compliance with our current specifications and standards as of the Effective Date of this Rider. We will renew the Franchise and allow you to operate the Franchised Business in its current condition on a temporary basis on the condition that you either:

a. (i) enter into a lease with your landlord for the Current Store Location that provides for a lease term that is, at minimum, coterminous with the term of the Successor Franchise Agreement and otherwise complies with our other requirements for such leases, and
(ii) effect such remodeling and upgrades at the Current Store Location, including, without limitation, acquiring and installing the Operating Assets as enumerated on Exhibit A, necessary for the Franchised Business at the Current Store Location to be developed and operated in full compliance with our current standards and specifications for EDIBLE® Businesses, not later than [DATE UPGRADES AT CURRENT LOCATION TO BE COMPLETED BY PROVIDED BY REAL ESTATE] You acknowledge and agree that the scope and nature of the Upgrades, including the Upgrades Equipment, are applicable only through _____, 20__ and are thereafter subject to change by EA at its sole discretion; or

b. (i) relocate the Franchised Business to a new location ("New Store Location") and (ii) then operate the Franchised Business at the New Store Location in full compliance with our requirements as set forth in the Successor Franchise Agreement. If you elect to relocate, you must identify the New Store Location for your Franchised Business, which must be in full compliance with our requirements as set forth in the Successor Franchise Agreement, and enter into a new lease for the New Store Location, which we first must approve, not later than [[NEW LEASE EXECUTION DATE TO BE PROVIDED BY REAL ESTATE]].

You must develop the New Store Location in accordance with the Successor Franchise Agreement and our current standards and specifications for EDIBLE® Businesses so that you can begin operating the Franchised Business at the New Store Location, in full compliance with the Successor Franchise Agreement, not later than [[DATE FOR NEW STORE LOCATION TO BE OPEN BY PROVIDED BY REAL ESTATE]]. You must continue to operate the Franchised Business at the Current Store Location until you open your New Store Location. You agree to perform those interim upgrades to the Current Store Location as enumerated on Exhibit A to enable you to operate the Franchised Business at the Current Store Location in compliance with our current standards and specifications for EDIBLE® Businesses until you are able to relocate to the New Store Location.

You must inform us not later than [DECISION DATE TO STAY OR RELOCATE PROVIDED BY REAL ESTATE] as to your election either to continue operating the Franchised Business at the Current Store Location or to move the Franchised Business to a New Store Location. You agree that all expenses you incur in upgrading or relocating the Franchised Business pursuant to this Rider shall be in addition to any other capital modifications we may require you to implement at the Franchised Business during the Successor Franchise Agreement term pursuant to Section 4.D. of the Successor Franchise Agreement.

If you have not satisfied these conditions by their respective due dates, we have the right to terminate the Successor Franchise Agreement immediately due to your failure to satisfy an essential condition for the grant of the Successor Franchise Agreement. In that event, your right to operate the Franchised Business will immediately terminate, and all of your post-term obligations (and our post-term rights) stated in the Successor Franchise Agreement will apply.

10. **Release**. In compliance with the renewal conditions in the Expiring Franchise Agreement and as consideration for our granting you the rights under the Successor Franchise Agreement as modified by this Rider, you, on your own behalf and on behalf of your affiliates and your and their respective successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, members, directors, officers, principals, and employees (collectively, the "Releasing Parties"), hereby forever release and discharge us and our affiliates, and our and their respective current and former officers, directors, owners, principals, employees, agents, representatives, successors, and assigns (collectively, the "Released Parties"), from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind, vested or contingent (for purposes of this Section 10, collectively, "Claims"), that you and any of the other Releasing Parties now have, ever had, or, but for this release, hereafter would or could have against any of the Released Parties (a) arising out of or related to the Released Parties' grant of the franchise rights under the Expiring Franchise Agreement, (b) arising out of or related to the Released Parties' performance of obligations, or failure to perform obligations, under the Expiring Franchise Agreement, and (c) otherwise arising from or related in any way to your and the other Releasing Parties' relationship, from the beginning of time to the Effective Date, with any of the Released Parties, with respect to the Franchised Business under the Expiring Franchise Agreement.

You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Released Parties on any of the Claims released by the preceding paragraph and represent that you have not assigned any such Claims to any individual or entity who is not bound by the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, but to be effective as of the Effective Date.

EDIBLE ARRANGEMENTS, LLC:

By:_____ Title:_____ Date: _____

FRANCHISEE: **[[NAME OF FRANCHISEE]]**

By:_____ Title:_____Date: _____
[[NAME OF OWNER]]

By:_____ Title:_____Date: _____
[[NAME OF OWNER]]

EXHIBIT A RENEWAL

RIDER

TO EDIBLE ARRANGEMENTS, LLC FRANCHISE AGREEMENT

FOR

[STORE LOCATION AND NUMBER]

I. IF YOU ELECT TO REMAIN IN YOUR CURRENT LOCATION UNDER A NEW LEASE, YOU MUST MAKE THE FOLLOWING UPGRADES:

UPGRADES

The upgrades necessary to be able to offer and sell the full line of "Edible to Go®" products and to otherwise bring the Franchised Business into full compliance with EA's current standards and specifications must be completed and/or installed not later than [UPGRADE AT CURRENT LOCATION COMPLETION DATE]. The scope and nature of the Upgrades and the Upgrades Equipment (including the costs listed below) are valid through_____, 20____, and are thereafter subject to change by EA and/or its vendors, as applicable.

II. IN THE ALTERNATIVE, IF YOU ELECT TO RELOCATE YOUR FRANCHISED BUSINESS, YOU MUST ADHERE TO THE FOLLOWING DEADLINES:

The New Store Location must be developed in full compliance with our requirements as set forth in the Successor Franchise Agreement, and the Franchised Business must be operating at the New Store Location in full compliance with EA's current standards and specifications, not later than [[DATE FOR NEW STORE TO BE OPEN BY]].

In addition, you must make those upgrades to the Current Store Location to be able to offer and sell the line of "Edible to Go®" products and to otherwise bring the Franchised Business into compliance with EA's current standards and specifications, no later than [[INTERIM UPGRADE COMPLETION DATE, IF ANY]].

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	June 11, 2026 (Exempt)
Hawaii	Pending
Illinois	[Date] (Exempt)
Indiana	June 11, 2026 (Exempt)
Maryland	Pending
Michigan	June 11, 2026
Minnesota	Pending
New York	June 11, 2026 (Exempt)
North Dakota	Pending
Rhode Island	Pending
South Dakota	[Date]
Virginia	[Date]
Washington	Pending (Exempt)
Wisconsin	[Date]

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

©2026 EDIBLE ARRANGEMENTS, LLC

EXHIBIT L

RECEIPTS

©2026 EDIBLE ARRANGEMENTS, LLC

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Edible Arrangements, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Edible Arrangements, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Edible Arrangements, LLC located at 10 Glenlake Parkway, Suite 300, Atlanta, Georgia 30328. Its telephone number is (678) 992-2300. The franchise sellers for this offering are _____ at Edible Arrangements, LLC, 10 Glenlake Parkway, North Tower, Suite 300, Atlanta, Georgia 30328, (678) 992-2300.

Issuance Date: June 11, 2026

We authorize the respective state agents identified on Exhibit A to receive service of process for us in the particular states. I received a disclosure document from Edible Arrangements, LLC issued as of June 11, 2026, that included the following Exhibits:

A. List of State Agencies/Agents for Service of Process
B. Franchise Agreement
C. Financial Statements
D. Operations Manual Table of Contents
E. List of EDIBLE ARRANGEMENTS® Businesses / Departing Franchisees
F. State Addenda and Riders to Franchise Agreement
G. Principal's Agreement
H. Franchisee Disclosure Questionnaire
I. Netsolace, LLC Software License and Maintenance Agreement
J. Form of General Release
K. Renewal Riders to Franchise Agreement
L. Receipts

_____ _____
Date Name of Prospective Franchisee

_____
Signature of Prospective Franchisee

Date, Sign, and Return this Original Receipt to: Edible Arrangements, LLC
10 Glenlake Parkway
North Tower, Suite 300
Atlanta, Georgia 30328
Attention: Legal Department

©2026 EDIBLE ARRANGEMENTS, LLC

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Edible Arrangements, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Edible Arrangements, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Edible Arrangements, LLC located at 10 Glenlake Parkway, Suite 300, Atlanta, Georgia 30328. Its telephone number is (678) 992-2300. The franchise sellers for this offering are _____ at Edible Arrangements, LLC, 10 Glenlake Parkway, North Tower, Suite 300, Atlanta, Georgia 30328, (678) 992-2300.

Issuance Date: June 11, 2026

We authorize the respective state agents identified on Exhibit A to receive service of process for us in the particular states. I received a disclosure document from Edible Arrangements, LLC issued as of June 11, 2026, that included the following Exhibits:

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F. State Addenda and Riders to Franchise Agreement
G. Principal's Agreement
H. Franchisee Disclosure Questionnaire
I. Netsolace, LLC Software License and Maintenance Agreement
J. Form of General Release
K. Renewal Riders to Franchise Agreement
L. Receipts

_____ _____
Date Name of Prospective Franchisee

_____
Signature of Prospective Franchisee

(Date, Sign, and Keep for Your Own Records)

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